

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO TASK ORDER NO. 1 IN FURTHERANCE OF DISASTER RECOVERY ADMINISTRATIVE SERVICES; AMENDING THE FY19 BUDGET FOR FLOOD RELATED EXPENSES; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (the "City") has engaged the services of Witt Global Partners, P.O. Box 97, Dardanelle, Arkansas 72834, to aid the City in disaster recovery with services including inspection/damage assessment, financial tracking, financial management, correspondence to the State of Arkansas, FEMA, and other agencies on behalf of the City; and

WHEREAS, in carrying out disaster recovery administrative services, Witt Global Partners will commence providing key deliverables outlined in Task Order No. 1 Statement of Work for Disaster Recovery Administrative Services City of North Little Rock (substantially similar to Exhibit "A" attached hereto and incorporated herein); and

WHEREAS, Witt Global Partners estimates the cost of executing the Task Activities and Work Plan set forth in Exhibit "A" as \$1,500,000.00, for which Witt Global, based on its experience, believes the City will be able to secure at least 75% reimbursement from FEMA; and

WHEREAS, the City Council has previously authorized \$50,000 for disaster recovery administrative services through Resolution 9473, adopted September 23, 2019; and

WHEREAS, Witt Global Partners has the necessary resources and experience to best assist the City in optimizing its recovery from the recent disaster, and the City believes that it would be in the City's best interest to authorize Task Order No. 1; and

WHEREAS, it is in the City's best interest to appropriate \$1,500,000.00 from the General Fund into the FEMA Flood Account by amending the Fiscal Year 2019 Budget (Resolution No. 9568, amended thereafter by Resolution Nos. 9624, 9659, 9675, 9679, 9705, 9710, and 9748).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That Task Order No. 1 submitted by Witt Global Partners is accepted.

SECTION 2: That the Mayor and City Clerk are hereby authorized to direct Witt Global Partners to execute Task Order No. 1 (substantially similar to Exhibit A attached hereto), for which the City shall pay Witt Global Partners a total amount of \$1,500,000.00, which includes the previously appropriated \$50,000.00.

SECTION 3: That the 2019 Budget for the fiscal year 2019 is hereby amended to appropriate an additional One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) from the General Fund to Account No. 01-024-52350 - FEMA Flood Expenses.

SECTION 4: That the funds paid to Witt Global Partners shall be paid from the FEMA Flood Account, based on Witt Global Partners' belief that a substantial portion of the funds will be reimbursed by FEMA.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:


APPROVED:

DATE

Mayor Joe A. Smith

SPONSOR:

ATTEST:



Mayor Joe A. Smith

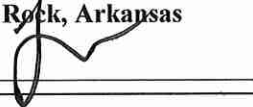
Diane Whitbey, City Clerk

APPROVED AS TO FORM:



Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED <u>10:30</u> A.M. _____ P.M.
By <u>Amy Fields, CA</u>
DATE <u>11-9-19</u>
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas
RECEIVED BY 



**Task Order No. 1
Statement of Work for
Disaster Recovery Administrative Services
City of North Little Rock**

Authorizing Contract:

This Task Order is governed by the terms and conditions set forth in the Disaster Recovery Administrative Services Contract dated June 14, 2019, between the City of North Little Rock and Witt Global Partners.

Task Order Name: Disaster Recovery Administrative Services Task Order #1

1.0 Description of Task:

For the duration of the contract period, Witt Global Partners will provide staff to help the City of North Little Rock (hereafter referred to as "Client") to administer and manage its responsibilities under FEMA's Public Assistance (PA) and Hazard Mitigation Grant (HMGP) Programs, and provide policy and programmatic guidance to City officials on disaster recovery and related matters, all upon notice by the Client to proceed. The number of staff and duration of work effort may be extended or may vary depending on need and available resources.

Each staff person shall be limited to no more than 40 hours per week, unless expressly approved by the Client verbally or in writing. Such communications shall be between authorized representatives and either the Project Principal or the Project Manager.

2.0 Task Activities and Work Plan:

Activities and types of support to be made available under this task order will be directly related to the provision of staffing, management, guidance and technical assistance associated with FEMA programs as well as insurance resolution, financial and accounting support services, and shall be undertaken upon notice by the Client to proceed.

The contractor will provide experienced personnel and resources to complete the following activities: **Technical Assistance.** Provide general financial management advice and assistance including but not limited to:

- Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process;
- Provide advice as to the disaster recovery team as appropriate and participate in meetings;
- Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of Arkansas and FEMA with regard to any issues which may arise; and
- Briefing purchasing, contracting and department personnel on requisite/purchasing procedures and documentation.

Correspondence:

- Prepare correspondence to the State of Arkansas, FEMA and other agencies on behalf of the City as necessary;
- Prepare a program management plan;

EXHIBIT "A"

- Prepare periodic reports to the City as to the status of grant management progress and participate in all status meetings.

Inspection/Damage Assessment:

- Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (Categories A through G) and review records of emergency expenses incurred by the City.

Document:

- Ensure all eligible damages have been quantified and presented to Federal Inspectors/Project Officers.

Financial Tracking:

- Categorize, record, track and file costs on approved forms in support of the financial reimbursement process.
- Communicate with City Departments on a daily basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to City management.

Financial Management:

- Assistance in requesting Immediate Needs Funding or Grants Based on Estimates;
- Development and tracking of plans for Cash flow management and disbursements by State/FEMA;
- Insurance evaluation, documentation adjusting and settlement services;
- Tracking project progress, expenditures, reimbursement requests and receipts.

Project Worksheets:

- Prepare Project Worksheets for Categories A through G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the City;
- Attend all meetings with the City, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed.

Repair and Restoration:

- Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements.

Documentation:

- Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by City departments.

Reporting:

- Compile and summarize in FEMA approved format Categories A through G costs for presentation to FEMA and the State and inclusion in project worksheets.
- Provide assistance to departments having difficulty with their claims.
- Ensure the City meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc.

Appeal:

- If the City disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals;
- Provide fully qualified counsel to the City in support of any legal action required as the result of an appeal.

Closeout:

- Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review.
- Prepare all documentation for, and represent the City in, all project closeout activities,
- Participate in exit conferences with the City, State, and FEMA.

Audit.

- Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.

FEMA 404 and 406 Hazard Mitigation Services:

- Assist in identifying, developing and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA).
- Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

Other Grant Management Assistance:

- Provide other state and federal grant management services as needed.
- Assist the City with the management and administration of other federal grant management programs not identified above.

3.0 Key Deliverables and Approximate Timelines:

The Contractor shall begin work November 1, 2019 under this Task Order and shall continue until October 30, 2020 unless notified otherwise. The Contractor should expect to provide the following staffing and deliverables:

3.1 Staff Support

Personnel shall be provided by the Contractor as requested by the Client, using only qualified contractors. All personnel shall be provided within four (4) days, unless the Client approves an alternative timeline verbally or in writing. The initial labor categories and rates that may be utilized for this task include the following (*NOTE: the number of staff in each category may change from time to time based on workload, identified needs, and/or budgetary constraints; other job titles may be added from the list found in the governing contract, as required*):

<u>Title/Labor Category</u>	<u>Hourly Rate</u>
Project Executive	\$250.00
Senior Grant Management Specialist	\$150.00
Grant Management Specialist	\$125.00

It is understood that the Client may, from time to time, request additional personnel or seek personnel with defined, specialized skills to support its mission and priorities. The position titles and rates contained in the governing Contract are approved for use under this task order. Only those listed above and those that are needed and agreed to by both the Client and Consultant will be utilized.

6.0 Key Performance Metrics:

6.1 Deliverables:

Upon payment in full for the Services and unless otherwise agreed ("Deliverables") shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause, the Client acknowledges that in the course of its performance under the Contract the Consultant may use products, materials and methodologies proprietary to the Consultant and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

6.2 Timeline:

Deployment will initiate immediately upon execution of this task order, and personnel shall begin as soon as practicable thereafter. Work will continue until completion of Task Order period of performance (12 months), unless directed otherwise by the Client or extended.

7.0 Costs and Cost Estimate:

7.1 Authorized Budget:

You are hereby authorized a maximum of \$1,500,000 for this Task Order, however, the use and available funding for the Contractor may change from time to time. Expenses involved with production of materials needed for the review team that are necessary for the mission shall be authorized as part of the Task Order. The above cost is an estimate only, and all charges will be based on actual costs and reflected in monthly invoice statements. Contractor will provide the Client prior notice before incurring any costs exceeding the maximum cost reflected above.

7.2 Travel and Other Expenses

The Contractor is authorized to arrange the travel and other allowable expenses for the employees as necessary. As agreed upon in the governing contract, Contractor agrees to adhere to the General Services Administration (GSA) published rates to include disaster specific amendments.

Reimbursable expenses include the following:

- a. Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Consultant Deployment and Demobilization Travel;
- b. Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if FEMA requires same);

- c. Lodging limited to the maximum current GSA per diem rate to include FEMA approved lodging waivers;
- d. Consultant deployment and demobilization travel time will be reimbursed at ½ of the applicable hourly rate for the employee or approved Subconsultants while travelling;
- e. Rotation airfare for Consultant employees or approved Subconsultants will be reimbursed based on the Consultant travel policy, unless otherwise agreed to by both Client and Consultant. The Consultant travel policy limits each individual to a maximum of one (1) weekend trip every two (2) weeks, with up to one (1) trip up per quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees;
- f. Mileage for Consultant privately owned vehicles at the current IRS rate (subject to change);
- g. Taxi, mid-size automobile rental expenses, parking, fuel, and related costs with applicable taxes; and
- h. The ordinary and reasonable cost, including any sales tax Consultant is legally required to pay, for out-of-pocket copying, printing, and necessary workplace materials.

Agreed to By:

<p>City of North Little Rock</p> <p>By: _____</p> <p>Joe A. Smith, Mayor</p> <p>_____</p> <p>Date</p>	<p>Witt Global Partners</p> <p>By: _____</p> <p>James Lee Witt, President</p> <p>_____</p> <p>Date</p>
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ATTEST:

Diane Whitbey, City Clerk

Contract Approved as to Form:

CITY OF NORTH LITTLE ROCK, ARKANSAS

North Little Rock City Attorney

BY: _____
Deputy City Attorney Date