

DOCUMENT ROUTING FORM

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3/13/13

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NAME OF DOCUMENT: **South Florida Planning Council Agreement for the Pilot Implementation of Adaptation Action Areas**

Approved Comm. Mtg. on **MARCH 5, 2013**

CAM #13-0400

ITEM: M-11

Routing Origin: ☒ CAO

Also attached: ☒ copy of CAM ☒ copy of document ☐ ACM Form ☐ 3 originals

By: LB forwarded to: **MARYANN JOHNSTON, PUBLIC WORKS ENGINEERING**
Initials

1.) Approved as to Content:

Shirley Ann
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☒ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by

David J. L. Wood
Finance Director

Date: 3.8.13

Amount Required by Contract/Agreement \$ 50,000

Funding Source: CAAA PILOT

Dept./Div. PBS/ENG/SUSTAINABILITY

Index/Sub-object 45,000 - 3999

5,000 - 4004

Project #

N/A

KH

3.) City Attorney's Office: Approved as to Form: # 4 Originals of each to City Mgr. By: **CARRIE SARVER**

Carrie Sarver

RECEIVED
FL LAUDERDALE
CITY ATTORNEY'S OFFICE
2013 MAR - 8 PM 12:05

4.) Approved as to content: Assistant City Manager:

By:

Stanley Hawthorne, Assistant City Manager

By:

Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward 4 originals to the Risk Management Mayor.

~~6.) Risk Management: Please sign and date as indicated and forward 4 originals to Mayor.~~

~~6.) Mayor: Please sign and date as indicated and forward 4 originals to City Clerk.~~

~~7.) To City Clerk for attestation and City seal.~~

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains a copy and forwards 4 original documents to:

JIMMY KOETH, PUBLIC WORKS - ENVIRONMENTAL RESOURCES

☐ Copy of document to

☒ Original Route form to Linda Blanco, CAO

13 MAR 11 AM 9:50

AGREEMENT

BETWEEN

SOUTH FLORIDA REGIONAL PLANNING COUNCIL AND

THE CITY OF FORT

LAUDERDALE

FOR

PILOT IMPLEMENTATION OF ADAPTATION ACTION AREAS

AGREEMENT
BETWEEN
SOUTH FLORIDA REGIONAL PLANNING COUNCIL
AND
THE CITY OF FORT LAUDERDALE
FOR
PILOT IMPLEMENTATION OF ADAPTATION ACTION AREAS

This is an Agreement, made and entered into by and between the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "SFRPC"

AND

THE CITY OF FORT LAUDERDALE, a political subdivision of the state of Florida, hereinafter referred to as "CITY".

WHEREAS, the purpose of this Agreement is to formally enter into a contract with CITY to assist SFRPC in the identification of possible areas for designation as Adaptation Action Areas ("AAAs") and subsequently selecting policy options in which to take the next steps toward implementation. In addition, with technical assistance from Broward County and the SFRPC, prepare and begin to process a local comprehensive plan amendment for such designation(s) in support of an agreement between SFRPC and the Florida Department of Economic Opportunity on Community Resiliency; and

WHEREAS, the parties agree to act in a spirit of mutual cooperation and good faith in the implementation of this Agreement; and

WHEREAS, CITY is willing to perform said services pursuant to the terms and conditions set forth herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and SFRPC agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use

of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** – The City of Fort Lauderdale City Commission
- 1.3 **Contract Administrator** - the Executive Director of SFRPC or their designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Work.
- 1.4 **City Attorney** - The chief legal counsel for CITY who directs and supervises the Office of the CITY Attorney.
- 1.5 **Project** – The Project consists of the work described in Article 2.

ARTICLE 2 - SCOPE OF WORK

2.1 CITY shall perform all work identified in this Agreement and Exhibit "A," in cooperation with, and to the satisfaction of SFRPC. The parties agree that the scope of work is a description of CITY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CITY impractical, illogical, or unconscionable.

2.2 CITY acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement.

ARTICLE 3 - TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin upon execution by both parties and shall have a term of twenty (20) months unless terminated earlier in accordance with Article 8 of this Agreement. However, the Parties have the option to extend the term

of the Agreement through the execution of a written amendment to this Agreement executed by both Parties.

3.2 All duties, obligations, and responsibilities of CITY required by this Agreement shall be completed no later than twenty (20) months after Agreement is fully executed by both parties. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4 - COMPENSATION

4.1 SFRPC agrees to pay CITY, in the manner specified in Section 4.2 the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CITY as full compensation for all such work. It is acknowledged and agreed by CITY that this amount is the maximum payable and constitutes a limitation upon SFRPC's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Work.

CITY shall be paid for identifying possible areas for the designation of Adaptation Action Areas ("AAAs") and subsequently selecting policy option(s) in which to take the next steps toward implementation. In addition, with technical assistance from Broward County and the SFRPC, prepare and begin to process a local comprehensive plan amendment for such designation(s) in support of an agreement with the Florida Department of Economic Opportunity on Community Resiliency (Exhibit "B"). Further, the CITY shall be eligible for reimbursement for work in fulfillment of this Agreement performed on or after the date of execution of this Agreement.

4.2 CITY shall be reimbursed for performance of the services as outlined in Exhibit "A" in accordance with the Method of Compensation in Exhibit "C". All required lists, reports, and copies prescribed in the Scope of Work shall be completed in a manner that is acceptable to SFRPC, consistent with the terms and conditions specified in the contract included in Exhibit "B". CITY shall submit an original invoice for payment upon completion of each task. Said invoice shall be paid within thirty (30) days of receipt of a complete billing, contingent upon SFRPC receipt of corresponding funds from DEO.

4.3 Payment shall be made to CITY at:

CITY MANAGER
100 North Andrews Avenue
Fort Lauderdale, Florida 33311

With copies of all related correspondence to:

Susanne Torriente, Assistant City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33311

And

Jim Koeth, Principal Environmental Strategist
101 Northeast 3rd Avenue, #1400
Fort Lauderdale, Florida 33311

ARTICLE 5 – AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by SFRPC and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

ARTICLE 6 - GOVERNMENTAL IMMUNITY

Both CITY and SFRPC are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7 - INSURANCE

CITY is a municipal corporation existing under the laws of the state of Florida, as defined by Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 8 - TERMINATION

8.1 This Agreement may be terminated with or without cause by either SFRPC or CITY within thirty (30) days after written notice to the other party.

8.2 Notice of termination shall be provided in accordance with the "NOTICES"

section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

8.3 In the event this Agreement is terminated with or without cause, CITY shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of SFRPC's election to terminate, CITY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.

ARTICLE 9 - MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. However, the CITY shall allow access to its records during normal business hours and upon reasonable advance requests of the SFRPC, its employees and agents. All records submitted by the CITY shall be sufficient and complete to verify compliance with the requirements of this Agreement.

9.2 EEO COMPLIANCE. SFRPC and CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

9.3 INDEPENDENT CONTRACTOR. CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of SFRPC. No partnership, joint venture, or other joint relationship is created hereby. SFRPC does not extend to CITY or CITY's agents any authority of any kind to bind SFRPC in any respect whatsoever.

9.4 THIRD PARTY BENEFICIARIES. Neither SFRPC nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.5 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Susanne Torriente, Assistant City Manager
City of Fort Lauderdale
100 North Andrews Avenue

FOR SFRPC:

James F. Murley, Executive Director
South Florida Regional Planning Council
3340 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

With a Copy to:

Samuel S. Goren, General Counsel
South Florida Regional Planning Council
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

9.6 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, in the event the CITY elects to subcontract any or all of the work required by this Agreement, CITY agrees to include in the subcontract that: 1. The subcontractor is bound by all applicable state and federal laws and regulations and the terms and conditions of this Agreement; and, 2. the subcontractor shall hold SFRPC harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement.

The CITY shall provide copies of each subcontract to SFRPC within ten (10) days of its execution.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

9.7 CONFLICTS. Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment

related to its performance under this Agreement. In the event CITY is permitted to utilize subcontractors to perform any services required by this Agreement, CITY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

9.8 COMPLIANCE WITH LAWS. CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.9 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or SFRPC elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.10 JOINT PREPARATION. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.11 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.12 APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SFRPC AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.13 PRIOR AGREEMENTS This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree

that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 5 above.

9.14 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

9.15 MULTIPLE ORIGINALS. This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: CITY OF FORT LAUDERDALE through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Board action on the _____ day of _____, 2013, and SFRPC, signing by and through its Executive Director, duly authorized to execute same.

COUNTY

ATTEST:

CITY OF FORT LAUDERDALE, by
and through its City Commission

By _____
Mayor

Lee Feldman, City Manager
CITY OF FORT LAUDERDALE

_____ day of _____, 2013

Approved as to form by
Office of the City Attorney for
CITY OF FORT
LAUDERDALE, Florida
Harry Stewart, City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33311
(954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by City of Fort
Lauderdale Risk
Management Division

By _____ (Date)

By _____
Harry Stewart, City Attorney

[SEE CITY SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: CITY OF FORT LAUDERDALE through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Board action on the 13th day of March, 2013, and SFRPC, signing by and through its Executive Director, duly authorized to execute same.

WITNESSES:

Safira Ali
Safira Ali

Witness Print Name

Julia Pineda
Julia Pineda

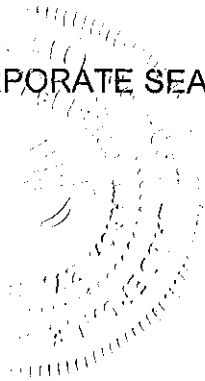
Witness Print Name

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By [Signature]
JOHN P. "JACK" SEILER, Mayor

By [Signature] For
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)



ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

Approved as to form:

[Signature]
CARRIE L. SARVER
Assistant City Attorney

AGREEMENT BETWEEN SOUTH FLORIDA REGIONAL PLANNING COUNCIL AND
CITY OF FORT LAUDERDALE FOR PILOT IMPLEMENTATION OF ADAPTATION
ACTION AREAS

WITNESSES:

Isabel Moreno
Kathy Leach

SOUTH FLORIDA
REGIONAL PLANNING
COUNCIL

By James F. Murley
James F. Murley, Executive Director

James F. Murley, Executive Director
(Print Name and Title)

27 day of February, 2013.

Approved as to form by
Samuel S. Goren, General Counsel
South Florida Regional Planning Council
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone (954) 771-4500
Facsimile (954) 771-4923

By SSG 2/28/13
Samuel S. Goren (Date)
General Counsel

Exhibit "A"

SCOPE OF WORK

BETWEEN

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

AND THE CITY OF FORT LAUDERDALE

FOR

PILOT IMPLEMENTATION OF ADAPTATION ACTION AREAS

BACKGROUND

The 2011 Florida Legislature passed the Community Planning Act (CPA) making significant changes to the state's growth management laws, including the addition of optional adaptation planning for coastal hazards and the potential impacts of sea level rise. The Adaptation Action Area, as defined in the CPA, is an optional comprehensive plan designation for areas that experience coastal flooding and that are vulnerable to the related impacts of rising sea levels for prioritizing funding for infrastructure and adaptation planning. Local governments that adopt an Adaptation Action Area may consider policies within the coastal management element in their comprehensive plan to improve resilience to coastal flooding.

As part of a National Oceanic & Atmospheric Administration (NOAA)-funded five-year initiative entitled "Community Resiliency: Planning for Sea Level Rise", the Florida Department of Economic Opportunity (DEO) is developing a statewide planning framework to determine how to best integrate sea level rise adaptation into the existing process. This includes working with pilot communities to evaluate planning guidance,

modeling and vulnerability analysis methodologies for statewide application, determine effective modes for communicating sea level rise risks, and deliver technical assistance to support sea level rise adaptation to a diverse audience. The results of this process will be compiled into a guidebook to assist Florida communities that choose to address Adaptation Action Areas in their local comprehensive plan.

DEO has contracted (Exhibit "B") with the South Florida Regional Planning Council (SFRPC) to develop this guidebook to explore the options available to local governments that wish to allow for the designation of Adaptation Action Areas and advance these policies through the local comprehensive planning process. The City of Fort Lauderdale, with support from Broward County, will serve as a pilot community to test the development and advancement of these adaptation policy options.

CITY RESPONSIBILITIES:

Task A. Drafting of an Adaptation Action Area Amendment to the City of Fort Lauderdale's Comprehensive Plan

Scope of Duties: Based on the Final Report on Policy Options compiled by the SFRPC (Exhibit "B", Deliverable 1d) the City of Fort Lauderdale will work cooperatively with the SFRPC and Broward County through regular meetings and iterative review of work products to identify a potential area(s) for designation as an Adaptation Action Area and the development of support policy language for an amendment to the City's Comprehensive Plan. The City will prepare and initiate an amendment to the Comprehensive Plan, which will include opportunities for public input at a workshop in preparation for a presentation to the City's Local Planning Agency, the first step necessary in order to transmit a proposed amendment to DEO for review. These actions will support Deliverables 2a, 2b and 2c in Exhibit "B".

DELIVERABLES AND TIMELINE:

A1. Copies of agendas and participant lists for City technical staff and/or

public attendance at regular planning meetings, public workshops, and meetings of elected bodies throughout the development of the draft amendment language to the City of Fort Lauderdale's Comprehensive Plan allowing for designation of Adaptation Action Areas (As required through Months 5-12 from execution of the interlocal agreement)

A2. Draft copy of formal presentation of overall project and policy options selected to be included in the City's Comprehensive Plan (Month 6 from execution of the interlocal agreement, or within 30 days of release of the Final report on Policy Options, Deliverable 1d of Exhibit "B")

A3. Final Copy of formal presentation based on review by SFRPC (Months 6-7 from execution of the interlocal agreement, or within 30 days of written comments provided electronically by the SFRPC on the draft presentation and no later than August, 23, 2013)

A4. Draft policy language allowing for AAA designation for inclusion in the City Comprehensive Plan for review by the SFRPC and Broward County (Month 8-9 from execution of the interlocal agreement and no later than October 25, 2013)

A5. Final AAA designation policy language based upon review by the SFRPC and Broward County formatted as a submittal draft of an amendment to the City Comprehensive Plan to the City's Local Planning Agency (Months 9-11 from execution of the interlocal agreement and no later than December 20, 2013)

A6. Travel to Tallahassee to attend up to four (4) meetings with DEO related to the Community Resiliency planning initiative (as scheduled).

Task B. Support Drafting of a Storyboard for a Video and a Case Study of the Adaptation Action Area Planning Process

Scope of Duties: The City of Fort Lauderdale will work cooperatively with the SFRPC in the drafting of a short video storyboard on Adaptation Action Areas

and in the drafting of a case study that details the step-by-step process the City used to initiate the identification of optional Adaptation Action Areas and draft supporting policies into their Comprehensive Plan, along with successes, challenges and lessons learned from the process. These actions will support Deliverable 3a and 3b in Exhibit "B".

DELIVERABLES AND TIMELINE:

- B1. Copies of agendas, participant lists, and meeting summaries for City technical staff support to the SFRPC in drafting the storyboard of Adaptation Action Areas and the City of Fort Lauderdale case study (As required through Months 12-16 from execution of the interlocal agreement)
- B2. Provide electronically written comments on the draft case study (within 30 days of release of the draft case study of Fort Lauderdale, Deliverable 3b of Exhibit "B").
- B3. Written summary of the technical assistance provided to the SFRPC in drafting the storyboard of Adaptation Action Areas and the City of Fort Lauderdale case study (Month 16 from execution of the interlocal agreement)

Deliverables	Due Date	Budget Amount
Task A - Drafting of an Adaptation Action Area Amendment to the City of Fort Lauderdale's Comprehensive Plan		\$40,000.00
Deliverable A1. Copies of agendas and participant lists for City technical staff and/or public attendance at regular planning meetings, public workshops, and meetings of elected bodies throughout the development of the draft amendment and the initial proposed amendment to the City of Fort Lauderdale's Comprehensive Plan allowing for designation of Adaptation Action Areas	Months 5-12	
Deliverable A2. Draft copy of formal presentation of overall project and options selected to be included in the City's Comprehensive Plan	Month 6 or within 30 days of release of the Final report on Policy Options	
Deliverable A3. Final Copy of formal presentation based on review by SFRPC	Months 6-7, or within 30 days of SRFPC comments, no later than August, 23, 2013	
Deliverable A4. Draft AAA designation policy language for inclusion in the City's Comprehensive Plan for review by the SFRPC and Broward County	Month 8-9, no later than October 25, 2013	
Deliverable A5. Final AAA designation policy language based upon review by the SFRPC and Broward County formatted as a submittal draft of an amendment to the City's Comprehensive Plan to the City's Local Planning Agency	Months 9-11, no later than December 20, 2013	
Deliverable A6. Travel to attend up to four (4) meetings with DEO related to the Community Resiliency planning initiative	As required	
Task B - Support Drafting of a Storyboard and Case Study of the Adaptation Action Area Planning Process		\$10,000.00
Deliverable B1. Copies of agendas, participant lists and meeting summaries related to technical assistance provided in the development of the storyboard on Adaptation Action Areas and the draft City of Fort Lauderdale case study	Months 12-16	
Deliverable B2. Provide electronically written comments on the draft Fort Lauderdale case study	within 30 days of release of the draft case study of Fort Lauderdale	
Deliverable B3. Written summary of the technical assistance provided to the SFRPC in the development of the storyboard on Adaptation Action Areas and the draft City of Fort Lauderdale case study	Month 16	
TOTAL		\$50,000.00

EXHIBIT "B"

Contract # CO905

STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY CONTRACT

THIS CONTRACT is between the State of Florida, Department of Economic Opportunity, hereinafter referred to as "DEO", and *South Florida Regional Planning Council*, hereinafter referred to as "Contractor" (each individually a "Party" and collectively "the Parties").

I. CONTRACTOR AGREES:

A. Attachment 1, Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

B. Type of Contract:

This Contract is a *cost reimbursement* Contract.

C. Contract Dates:

This Contract shall begin on *December 10, 2012* or the date on which the last Party has signed the Contract, whichever is later, and shall end on *June 30, 2014*. DEO shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

This Contract shall not exceed *194,000.00* which shall be paid by DEO in consideration for Contractor's provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

E. Paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.): All requirements of paragraphs (a) – (i) of subsection 287.058(1), F.S., are hereby incorporated by reference, and include the following:

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt

EXHIBIT "B"

from section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.

4. Contractor shall perform all tasks contained in Attachment 1, Scope of Work.
5. Payment under this Contract is contingent upon Contractor's receipt of prior written acceptance by DEO Contract Manager or Project Manager of the units of deliverables specified herein. DEO will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
7. **Renewal:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall be that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever period is longer, subject to the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. *This Contract shall not be renewed.*
8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor specifically for DEO will be owned by DEO and the State of Florida. Proceeds derived from the sale, licensing, marketing or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- b. Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030 F.A.C. and that if applicable, will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.

EXHIBIT "B"

- c. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment.
- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for **Category Two** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment 2.
- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds,

EXHIBIT "B"

including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

- (1) **Conflict of Interest:** This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.
- (2) **Convicted Vendors:** Contractors shall disclose to DEO if they are on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section 1.F.1.e. above for a period of 36 months from the date of being placed on the convicted vendor list.
- (3) **Vendors on Scrutinized Companies Lists:** If this Contract is in the amount of \$1 million or more, in executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.
 - (a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.
 - (b) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Contractor.
 - (c) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- (4) **Discriminatory Vendors:** Contractors shall disclose to DEO if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
 - (a) submit a bid on a contract to provide any goods or services to a public entity;

EXHIBIT "B"

- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases of real property to a public entity; or
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

i. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

2. Federal Law:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 29 CFR Part 95, 2 CFR Part 215, 20 CFR Part 600, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
 - (6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the

EXHIBIT "B"

imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations, 40 CFR Part 15. Contractor shall report any violation of the above to DEO.
- (11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 29 CFR Part 98, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14) Office of Management and Budget (OMB) Circulars: Contractor shall comply with all applicable OMB circulars. Nonprofit subrecipients are subject to the cost principles at OMB Circular A-122; educational institution subrecipients are subject to

EXHIBIT "B"

those at OMB Circular A-21; and commercial organization vendors or subcontractors are subject to the cost principles under 48 CFR Part 31. Subrecipients and subgrantees are also subject to the provisions of OMB Circular A-133.

- (15) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (16) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.
- (17) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- (18) Funds awarded to and administered by the Department under the American Reinvestment and Recovery Act (ARRA or the Recovery Act), must be utilized in accordance with all rules, regulations and guidance issued for this program by each awarding Agency through the close-out date of these federal funds. Complete Special Conditions Addendum, if applicable.
- (19) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (20) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

EXHIBIT "B"

- (21) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (22) Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (23) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (24) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

G. Contractor Payments:

- 1. Contractor will provide the DEO Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional information from Contractor that the DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

EXHIBIT "B"

2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms -- EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than 60 days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and DEO will not honor any requests submitted after this time period.

I. Return or Recoupment of Funds:

1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager, and made payable to the "Department of Economic Opportunity."
2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or

EXHIBIT "B"

loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless the Department agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Employment Eligibility Verification:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
 - b. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

EXHIBIT "B"

2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

3. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Contractor shall promptly notify the DEO Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO Contract Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
 - b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by DEO. Such review of the written subcontract document by DEO will be limited to a determination of whether or

EXHIBIT "B"

not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.

3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of DEO. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The DEO Minority Coordinator at (850) 245-7260 will assist with questions and answers.
8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

EXHIBIT "B"

O. Purchasing:

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

P. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

EXHIBIT "B"

During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

EXHIBIT "B"

3. Unemployment Compensation Insurance:

Contractor, at all times during the Contract, must comply with the reporting and contribution payments required under chapter 443, F.S., for all employees connected with the work of the Contract.

4. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.
6. Contractor shall notify the Department in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to the Department not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's

EXHIBIT "B"

report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the Department's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 817.5681, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Under this section of the statute, and for purposes of this Contract, a breach has occurred if there is any unlawful and unauthorized acquisition of computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by DEO. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

U. Warranty of Ability to Perform:

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copy, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.

EXHIBIT "B"

2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the president of the university to the Department of State in accordance with subsection 1004.23(6), F.S.

W. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, its officers, employees, agents, subcontractors, or assignees shall be the responsibility of Contractor.

X. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies

EXHIBIT "B"

of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in Attachment I, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hours notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

EXHIBIT "B"

3. Termination for Convenience:

DEO, by written notice to Contractor, may terminate the Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to Contractor's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Contractor is a state agency or subdivision, as defined in subsection 768.28(2), F.S., pursuant to subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence):

1. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or

EXHIBIT "B"

made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services

EXHIBIT "B"

subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a Court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Warranty of Authority:

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract.

J. Execution in Counterparts:

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Contractor and DEO Contacts:

The name, address, zip code, telephone and fax numbers, and email address for:

Contractor's Payee:

James F. Murley
3440 Hollywood Blvd. Suite 140
Hollywood, FL 33021
(954) 985-4416
Fax # (954) 985-4417
jmurley@sfrpc.com

Contractor's Contract Manager:

James F. Murley
3440 Hollywood Blvd. Suite 140
Hollywood, FL 33021
(954) 985-4416
Fax # (954) 985-4417
jmurley@sfrpc.com

DEO's Contract Manager:

Julie A. Dennis
107 East Madison Street, MSC 160
Tallahassee, FL 32399
(850) 717-8478
Fax # (850) 717-8522
Julie.Dennis@deo.myflorida.com

In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager to all other Parties. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

EXHIBIT "B"

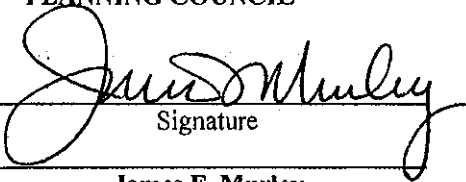
L. Execution:

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this *eighty seven and three attachment* page Contract by their undersigned officials duly authorized.

**SOUTH FLORIDA REGIONAL
PLANNING COUNCIL**

By


Signature

Title

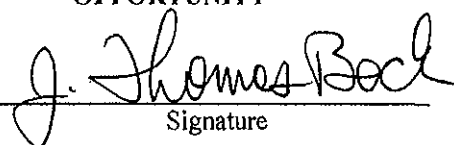
James F. Murley
Executive Director

Date

JAN. 30, 2013

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By


Signature

Title

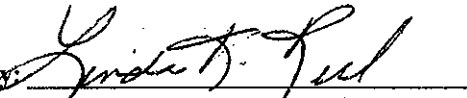
J. Thomas Beck, AICP
Division Director

Date

2-4-13

Approved As to Form and Legal Sufficiency, Subject Only
To Full and Proper Execution by the Parties

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: 
Approved Date: 2-4-13

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EXHIBIT "B"

Attachment 1

SCOPE OF WORK

CONTRACTOR IS REQUIRED TO COMPLETE ATTACHMENT 2.

Final Product: In addition to the proposed amendments to the City of Ft. Lauderdale Local Comprehensive Plan that address sea level rise adaptation planning, the end products from this project will include various outreach materials. These resources are to be used by the staff from the DEO and its partners when providing technical assistance on addressing Adaptation Action Areas in local comprehensive plans. In order to capture the different learning styles and ways to present this information, outreach materials will include an easy-to-read guidebook with a case study, a video on Adaptation Action Areas and podcasts with key players throughout the project. It is also expected that staff will present this information via multiple webinars and workshops in order to promote the planning tools.

Due to the linkages between the Project of Special Merit and the Southeast Florida Regional Climate Change Compact (herein referred to as "The Compact") and South Florida Regional Partnership, the results of this project will likely receive a high level of visibility throughout the region and nation. It is also likely to be replicated in the other surrounding counties as well, through these two regional partnerships.

Scope: The 2011 Florida Legislature passed the *Community Planning Act* (CPA) making significant changes to the state's growth management laws, including the addition of optional adaptation planning for coastal hazards and the potential impacts of sea level rise. The Adaptation Action Area, as defined in the CPA, is an optional comprehensive plan designation for areas that experience coastal flooding and that are vulnerable to the related impacts of rising sea levels for prioritizing funding for infrastructure and adaptation planning. Local governments that adopt an Adaptation Action Area may consider policies within the coastal management element in their comprehensive plan to improve resilience to coastal flooding. Criteria for the Adaptation Action Area may include: areas below, at, or near mean higher high water; areas which have a hydrological connection to coastal waters; or areas designated as evacuation zones for storm surge (§163.3164(1) and §163.3177(6)(g)(10), F.S.).

In January 2011, the National Oceanic & Atmospheric Administration (NOAA) approved the Florida Coastal Management Program Section 309 Strategy, including an initiative to be conducted by the Florida Department of Economic Opportunity (DEO) titled, "Community Resiliency: Planning for Sea Level Rise." This five-year initiative will examine the statewide planning framework and determine how to best integrate sea level rise adaptation into the existing process. In addition, the initiative will vet guidance for sea level rise adaptation by developing adaptation plans for two pilot communities. The purpose of preparing pilot plans is to evaluate planning guidance, modeling and vulnerability analysis methodologies for statewide application, determine effective modes for communicating sea level rise risks, and deliver technical assistance to support sea level rise adaptation to a diverse audience.

At the time the strategy was developed, the language regarding Adaptation Action Areas had not yet been conceived or adopted into statute and therefore was not reflected in the work plan. However, this newly adopted language provides the statutory framework to promote adaptation planning for sea level rise at the local level. It also provides the authority for the DEO to offer technical assistance to communities that wish to include adaptation planning in their local comprehensive plan, as well as guidance for other communities that are interested in learning more about this planning strategy.

EXHIBIT "B"

This Project of Special Merit will explore the options available to local governments that wish to allow for the designation of Adaptation Action Areas and advance these policies through the local comprehensive planning process. The City of Ft. Lauderdale, in cooperation with Broward County, will serve as a pilot to test the development and advancement of these adaptation policy options. The results of this process will be compiled into a guidebook to assist Florida communities that choose to address Adaptation Action Areas in their local comprehensive plan.

During the first phase of the overall initiative proposed under the original 309 Strategy (2011-2012), the DEO will inventory sea level rise research from around the state and nation, and identify technical assistance resources currently available to support community sea level rise planning and adaptation. The DEO will also convene a group of statewide experts to serve as the Focus Group for the overall project.

In the second phase of the overall initiative (2012-2013), the DEO will identify a model for sea level rise inundation and best practices guidance for adaptation planning to be tested in two pilot communities in the following year. The pilot communities will be representative of the average community in Florida that has not considered sea level rise adaptation and how they might holistically plan for future vulnerability.

The Project of Special Merit to address Adaptation Action Areas will occur simultaneously with the two pilot projects referenced above and included in the second phase of the 309 Strategy. The main difference between the Project of Special Merit and the DEO's 5-year initiative is that the latter strategy will represent an average community in Florida and will take a holistic approach to adaptation planning. The pilot under the Project of Special Merit will be an advanced community on the forefront of adaptation planning in the State, ready to take on highly targeted tasks related to how Adaptation Action Areas will be addressed in the local comprehensive plan.

First, a menu of optional planning and policy tools will be developed for local governments to choose from in order to address Adaptation Action Areas in local comprehensive planning.

Next, these options will be considered through a pilot project that will ultimately result in a proposed amendment to the local comprehensive plan that addresses sea level rise adaptation and one or more strategies to implement Adaptation Action Areas. The DEO has asked the City of Ft. Lauderdale, in conjunction with Broward County, to serve as the pilot for this effort because of its involvement with the Compact, a partnership between Palm Beach County, Broward County, Miami-Dade County and Monroe County. The Compact has made significant progress with setting parameters for data and analysis regarding sea level rise vulnerability in the region. In addition, the Compact was instrumental in providing the support needed to get the Adaptation Action Area language adopted into state statute. The City of Ft. Lauderdale was selected due to their interest in the project and vulnerability to coastal flooding, extreme high tide and impacts of rising sea levels. Broward County shall also contribute to the planning process because it has played a strong role in the Compact, and has a unique oversight role over all land use planning-related decisions within its jurisdiction. Broward County also has a high level of planning and technical capacity to support this project.

A. Abbreviations used herein:

1. **DEO** -- The Department of Economic Opportunity
2. **SFRPC** -- South Florida Regional Planning Council
3. **City** -- City of Ft. Lauderdale
4. **County** -- Broward County

B. Manner of Service Provision

1. **Task 1:**

EXHIBIT "B"

3. **Task 3:** Contractor shall incorporate the research compiled in Task 1, along with examples and lessons learned from the pilot project in the City of Ft. Lauderdale and Broward County into a series of materials that will provide guidance to local governments that wish to incorporate Adaptation Action Areas into their own local comprehensive plans. This guidance will also include lessons learned from other communities that may choose to incorporate Adaptation Action Areas into their local comprehensive plans from the Compact as well as other cities and counties in Florida, as appropriate. In order to capture the different learning styles and ways to present this information, outreach materials will include an easy-to-read guidebook with a case study, a video on Adaptation Action Areas and podcasts with key players throughout the project.
 - a. **Deliverable 3a:** Storyboard of short video on Adaptation Action Areas.
 - b. **Deliverable 3b:** Draft case study that details the step-by-step process the City of Ft. Lauderdale used to incorporate Adaptation Action Areas into their local comprehensive plan, along with successes, challenges and lessons learned from the process. This case study should include pictures from meetings and graphics specific to Ft. Lauderdale and this planning process.
 - c. **Deliverable 3c:** Draft guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale case study in an easy-to-read format.
 - d. **Deliverable 3d:** Final Guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale and Broward County case study in an easy-to-read format.
 - e. **Deliverable 3e:** Final video on Adaptation Action Areas.
 - f. **Deliverable 3f:** Podcasts with key players.
4. **Task Limits.**

All individuals hired under this Contract will be classified as staff with the South Florida Regional Planning Council (SFRPC). Individuals employed in these positions will be employed through the contract dates with no requirements for notification of employment beyond the termination of the Contract.
5. **Staffing Requirements.**

The DEO shall retain the right to recommend to Contractor the reassignment of any of the staff whose qualifications or performances, in the DEO's judgment, are insufficient. In considering Contractor's and/or any Subcontractor's qualifications, the DEO will act in good faith and not unreasonably.
6. **Service Location.**

All work conducted and completed under this Contract will be performed in the City of Ft. Lauderdale and Broward County; at city, county and SFRPC facilities.
7. **Reports.**

Contractor shall provide updates on the progress of project as requested by the DEO.
8. **Project Time Line.**
 - a. Task 1: Upon execution of the Contract - December 10, 2012 – June 28, 2013.
 1. Deliverable 1a: February 8, 2013: Research list of all policies and options for Adaptation Action Areas.

EXHIBIT "B"

2. Deliverable 1b: February 8, 2013: Draft Bibliography of research for Adaptation Action Areas.
3. Deliverable 1c: April 10, 2013: Draft Report on Policy Options for Adaptation Action Areas.
4. Deliverable 1d: June 28, 2013: Final Report including policy options, examples from other communities where they exist and bibliography.
- b. Task 2: July 1, 2013 – December 31, 2013
 1. Deliverable 2a: August 30, 2013: Copy of Formal Presentation of overall project and options selected to be included in the local comprehensive plan.
 2. Deliverable 2b: October 31, 2013: Draft policy language for inclusion in the local comprehensive plan.
 3. Deliverable 2c: December 31, 2013: Final policy language formatted as a submittal draft of an amendment to the local comprehensive plan.
- c. Task 3: January 1, 2014 – June 30, 2014
 1. Deliverable 3a: February 28, 2014: Storyboard of short video on Adaptation Action Areas.
 2. Deliverable 3b: March 31, 2014: Draft case study that details the step-by-step process the City of Ft. Lauderdale used to incorporate Adaptation Action Areas into their local comprehensive plan, along with successes, challenges and lessons learned from the process. This case study should include pictures from meetings and graphics specific to Ft. Lauderdale and this planning process.
 3. Deliverable 3c: April 30, 2014: Draft guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale case study in an easy-to-read format.
 4. Deliverable 3d: June 30, 2014: Final Guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale and Broward County case study in an easy-to-read format.
 5. Deliverable 3e: June 30, 2014: Final video on Adaptation Action Areas.
 6. Deliverable 3f: June 30, 2014: Podcasts with key players.

C. Method of Payment.

1. Payment Clause.

This is a cost reimbursement Contract. DEO shall reimburse Contractor for allowable expenditures incurred pursuant to the terms and conditions of this Contract not to exceed \$194,000.00. Payment will be provided by Electronic Funds Transfer (EFT) or check to the amount provided by the Contractor on the invoice.

2. Invoice Requirements.

The Contractor shall submit invoices upon completion of a task to the DEO Contract Manager, 107 E. Madison Street, Caldwell Bldg., MSC 160, Tallahassee, FL, 32399. One (1) originally signed, page-numbered invoice and two (2) copies shall be submitted following the completion of deliverables.

3. Supporting Documentation.

EXHIBIT "B"

Charges on the invoice must be accompanied by supporting documentation. Supporting documentation may include, but is not limited to paid bills, payrolls (to include employee name, wages, fringe benefits, and payroll periods), time and attendance records, contract and subcontract award documents, reports, and expanded general ledgers and budget detail reports.

D. Special Provisions.

1. **Contract Administration.** The Contract Managers, as designated in Section II. K, shall serve as the points of contact for all issues related to implementation of the Contract.
2. **Travel.** Travel, if necessary, must be pre-approved in writing by DEO's Contract Manager, and reimbursed travel expenses will have the effect of reducing the funding available for services required under this Contract.
3. **Management of Funding.** The DEO Contract Manager has the authority to reallocate funds provided under this Contract, and/or adjust the deliverable schedule, as long as the Contract deadline is not extended, without a contract modification approved through the DEO; instead a budget modification will be issued.

F. Financial Consequences for Failure to Timely and Satisfactorily Perform

If Contractor, through no fault of the Department, does not complete the required deliverables and supply them to the Department in the required format by the date agreed to as stated in the original or amended schedule of deliverables, if such amendment has occurred, Department will issue a written warning and if the performance issue is not resolved within three (3) business days a financial consequence of one hundred dollars per deliverable will be imposed for each business day the deliverable is delayed.

This provision for financial consequences shall in no manner affect the Department's right to terminate the Contract as provided elsewhere in the Department's Core Contract.

G. Liquidated Damages Upon Contract Termination

The Department is entitled to timely completion of the services/items specified herein. In the event of termination of the Contract by the Department for cause, Contractor shall be liable to the Department for \$1,000 dollars for each business day after termination, up to 30 days, for the Department's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, in addition to the financial consequences assessed (as provided for in Section F) prior to termination.

EXHIBIT "B"

Attachment 1A Budget

Deliverable	Due Date	Responsible Party	Budget Amount**
Task 1 (Deliverable 1a, 1b, 1c and 1d) Subtotal			Not to exceed \$45,000.00
Deliverable 1a. Research list of all policies and options for Adaptation Action Areas.	February 8, 2013	SFRPC	Not to exceed \$5,000.00
Deliverable 1b. Draft Bibliography of research for Adaptation Action Areas.	February 8, 2013	SFRPC	Not to exceed \$5,000.00
Deliverable 1c. Draft Report on Policy Options for Adaptation Action Areas.	April 10, 2013	SFRPC	Not to exceed \$10,000.00
Deliverable 1d. Final Report including policy options, examples from other communities where they exist and bibliography.	June 28, 2013	SFRPC	Not to exceed \$25,000.00
Task 2 (Deliverable 2a, 2b and 2c) Subtotal			Not to exceed \$73,000.00
Deliverable 2a. Copy of Formal Presentation of overall project and options selected to be included in the local comprehensive plan.	August 30, 2013	Fort Lauderdale/Broward/SFRPC	Not to exceed \$20,000.00
Deliverable 2b. Draft policy language for inclusion in the local comprehensive plan.	October 31, 2013	Fort Lauderdale/Broward/SFRPC	Not to exceed \$21,000.00
Deliverable 2c. Final policy language formatted as a submittal draft of an amendment to the local comprehensive plan to the Local Planning Agency.	December 31, 2013	Fort Lauderdale/Broward/SFRPC	Not to exceed \$32,000.00
Task 3 (Deliverable 3a, 3b, 3c, 3d, 3e and 3f) Subtotal			Not to exceed \$76,000.00
Deliverable 3a. Storyboard of short video on Adaptation Action Areas.	February 28, 2014	Fort Lauderdale/SFRPC	Not to exceed \$5,000.00
Deliverable 3b. Draft case study that details the step-by-step process the City of Ft. Lauderdale used to incorporate Adaptation Action Areas into their local comprehensive plan, along with successes, challenges and lessons learned from the process. This case study should include pictures from meetings and graphics specific to Ft. Lauderdale and this planning process.	March 31, 2014	Fort Lauderdale/Broward/SFRPC	Not to exceed \$10,000.00
Deliverable 3c. Draft guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale case study in an easy-to-read format.	April 30, 2014	SFRPC	Not to exceed \$10,000.00
Deliverable 3d. Final Guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale and Broward County case study in an easy-to-read format.	June 30, 2014	SFRPC	Not to exceed \$26,000.00
Deliverable 3e. Final video on Adaptation Action Areas.	June 30, 2014	SFRPC	Not to exceed \$20,000.00
Deliverable 3f. Podcasts with key players.	June 30, 2014	SFRPC	Not to exceed \$5,000.00

****This is a cost reimbursement contract. Therefore, the amounts associated with each deliverable represent the maximum amount that can be reimbursed.**

EXHIBIT "B"

- End of Attachment 1 (Scope of Work) -

EXHIBIT "B"

Attachment 2 CERTIFICATIONS AND ASSURANCES

DEO will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)
 - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
 - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
 - D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
 - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
 - F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

- B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

EXHIBIT "B"

agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States

EXHIBIT "B"

shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it shall comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

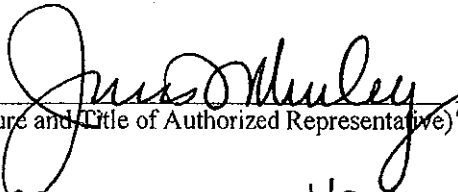
If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

EXHIBIT "B"

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

 EXECUTIVE DIRECTOR
(Signature and Title of Authorized Representative)
SFRPC 1/30/13
Contractor Date

3440 Hollywood Blvd., Suite 140
(Street)

Hollywood, Florida 33021
(City, State, ZIP Code)

- End of Attachment 2 -

EXHIBIT "B"

Attachment 3 COASTAL ZONE MANAGEMENT AGREEMENT

Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations included in the attached Coastal Zone Management Agreement between the Florida Department of Environmental Protection and the Florida Department of Economic Opportunity.

EXHIBIT "B"



Florida Department of
Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

November 9, 2012

Mr. Hunting F. Deutsch, Executive Director
Department of Economic Opportunity
Division of Community Development
107 East Madison Street, MSC 160
Tallahassee, Florida 32399

RE: DEP Agreement No. CM340
Implementing "Adaptation Action Area" Policies in Florida

Dear Mr. Deutsch:

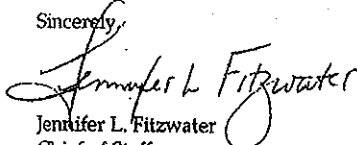
Congratulations! As lead agency for the Florida Coastal Management Program (FCMP), the Department of Environmental Protection is pleased to confirm the award of Coastal Zone Management funds to the Department of Economic Opportunity in the amount of \$200,000 for the subgrant period of July 1, 2012, through December 31, 2013.

Enclosed is an executed copy of the award agreement (with attachments) for the subgrant. In future correspondence to the FCMP, please refer to your project by the DEP agreement number and title referenced above, and direct the correspondence to Ms. Dornecia Allen, Grant Manager, at the address provided on page seven of the agreement.

The project manager may obtain the forms necessary for electronic subgrant reporting from the FCMP website at: <http://www.dep.state.fl.us/cmp/grants/index.htm>.

Again, congratulations on receiving the FCMP grant funds! We look forward to working with you to protect and enhance the state's coastal resources.

Sincerely,


Jennifer L. Fitzwater
Chief of Staff

JLF/dla
Enclosures

www.dep.state.fl.us

EXHIBIT "B"

DEP AGREEMENT NO. CM340

STATE OF FLORIDA COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT PURSUANT TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COOPERATIVE AWARD

THIS COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT (hereinafter "Agreement") is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter "the Department" or "DEP") and the DEPARTMENT OF ECONOMIC OPPORTUNITY, whose address is 107 East Madison Street, Caldwell Building, MSC160, Tallahassee, Florida 32399 (hereinafter the "Grantee" or "Recipient"), a state agency to provide federal funding for IMPLEMENTING "ADAPTION ACTION AREA" POLICIES IN FLORIDA.

WHEREAS, the Department is the recipient of federal financial assistance from the National Oceanic and Atmospheric Administration (NOAA), awarded on July 1, 2012, pursuant to cooperative annual award #NA12NOS4190028 and, as the result of this Agreement, the Grantee has been determined to be a subrecipient of federal financial assistance from NOAA; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT

- A. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Project Work Plan, and all attachments and exhibits named herein, which are attached hereto and made a part hereof. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee" and "Recipient" are used interchangeably.
- B. The grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- C. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Additionally, the State of Florida's performance and obligation to pay under this Agreement is contingent upon receipt of funding from NOAA. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- D. The Grantee acknowledges that receipt of this grant does not imply that the project qualifies for any applicable state permit or approval.

2. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and end no later than December 31, 2013, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2012. This project is funded with Section 309 funds and must comply with Section 309 of the Coastal Zone Management Act, which may be accessed at <http://coastalmanagement.noaa.gov/about/czma.html#section309>.

3. FUNDING/CONSIDERATION

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$200,000 for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in Attachment A, Project Workplan. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.

EXHIBIT "B"

- B. Prior written approval from the Department's Grant Manager shall be required for changes within approved deliverable budget categories of up to 10% of the total FCMP task budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% of the total FCMP deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.
- C. The Grantee shall submit a properly completed Attachment C, Payment Request Form, upon the completion, submittal and acceptance by the Department, of each deliverable identified in Attachment A. In addition to the Payment Request Form, the Grantee must provide a completed Exhibit I, Schedule of Expenditures; copies of cancelled checks; copies of invoices; Copies of Travel Reimbursements and FLAIR Report. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes (hereinafter "F.S."). Failure to provide Attachment B, Quarterly Progress Report shall result in a delay in processing the payment until the appropriate information is provided to the Department. A final payment request must be submitted to the Department no later than January 10, 2014, to assure the availability of funds for payment. Failure to comply with these reporting requirements will result in non-payment or termination of this Agreement. To be eligible for reimbursement, costs must be in accordance with the requirements of 15 CFR Parts 14 and 24, as applicable.
- D. In addition to the invoicing requirements contained in paragraphs 3.C. and 4., the Department will periodically request, as it deems appropriate in its sole discretion, proof of a transaction (invoice, payroll register or similar item) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circular A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- E. Only project deliverable costs incurred during the grant period identified in paragraph 2 of this Agreement, as shown by project invoices, are eligible for reimbursement. In order to be reimbursed, costs under this Agreement must be obligated and all work completed by the Grantee by the end of the grant period identified in paragraph 2. Ten percent (10%) of the funds eligible for reimbursement under this Agreement may be withheld pending receipt and approval of all work projects and deliverables as identified in Attachment A, Project Work Plan.
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

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EXHIBIT "B"

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

- G. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's or subrecipient's accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
3. In the event that the Grantee recovers costs incurred under this Agreement and reimbursed by the Department from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- H. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. If expressly authorized, such Grantee costs incurred during suspension or after termination are only allowable if necessary and not reasonably avoidable, and are allowable only if both of the following apply:
1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancelable; and
 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

4. REPORTS

The Grantee shall submit a Progress Report Form, attached hereto and incorporated herein as Attachment B on a quarterly basis. Quarterly reports shall be submitted to the Department's Grant Manager no later than five (5) days following the completion of the quarterly reporting period. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. In addition to the final quarterly progress report, the Grantee shall submit a Final Project Report Form, attached hereto and made a part hereof as Attachment D. A draft shall be submitted electronically to the Department's grant Manager for approval.

EXHIBIT "B"

After approval by the FCMP, a hard copy and an electronic copy of the Final Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

5. INDEMNIFICATION/LIMITS OF LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S.

6. DEFAULT/TERMINATION

- A. This agreement shall be executed within ninety (90) days from NOAA approval unless mutually waived by the Department and the Grantee. Failure of timely execution of this Agreement by the Grantee may result in these funds being reallocated to other FCMP needs.
- B. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to inquire with the Department regarding the reason(s) for termination.
- C. The Department may terminate this Agreement if the work described herein has not commenced within sixty (60) calendar days of the date of execution of this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to inquire with the Department regarding the reason(s) for termination.
- D. The Department may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- E. Records made or received in conjunction with this Agreement are public records. Such records may also be subject to the Freedom of Information Act. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, F.S.
- F. The Department will decline reimbursement to the Grantee for services provided under the terms of this Agreement if the Grantee does not submit payment requests and quarterly reports in accordance with the provisions of paragraphs 3 and 4 of this Agreement. Quarterly Progress Reports received by the Department after the 5th calendar day following the completion of any quarterly reporting period will be considered late-filed and render Grantee in default under the terms of this Agreement.
- G. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Project Work Plan, and all attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative (CPI) program for two (2) consecutive funding cycles. The Department shall notify the Grantee of ineligibility within thirty (30) days of the grant end date.

7. REMEDIES

If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or state statutes, rules or regulations applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Request refund of previously disbursed payments.

DEF Agreement No. CM340, Page 4 of 11
DEF 55-236 (06/12)

EXHIBIT "B"

- D. Wholly or partly suspend or terminate this Agreement.
 - E. Withhold further awards for the project of program.
 - F. Take other remedies that may be legally available.
 - G. Propose Grantee for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.
8. **RECORD KEEPING/AUDIT**
- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. NOAA, the Department, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
 - D. The federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.
9. **SPECIAL AUDIT REQUIREMENTS**
- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and made a part thereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy Exhibit 1, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirement may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (Federal and/or state) identified in Attachment E, Exhibit 1, when making its determination. For Federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section 210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form #DFS-A2-NS), accessible at <https://apps.fldfs.com/fsaa/documents/nonstate.doc>. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

EXHIBIT "B"

10. SUBCONTRACTS

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to comply with the procurement requirements contained in 15 CFR 24.36 and 15 CFR 14.44, as applicable. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department's Grant Manager within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

11. LOBBYING PROHIBITION

- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment G, Disclosure of Lobbying Activities, attached hereto and made a part hereof, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly (15 CFR 28).
- B. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- C. Pursuant to the terms and conditions of the Federal award supporting this Agreement, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided in OMB circulars No. A-87 (2 CFR 225), A-21 (2 CFR 220), A-122 (2 CFR 230), A-102 and A-110 (2 CFR 215) and other relevant law and regulation.

12. CONTACTS

- A. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, or delivered in person to the Grant Managers at the addresses below.
- B. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Dornecia Allen, Operations & Management Consultant I
Department of Environmental Protection
Florida Coastal Management Program
3900 Commonwealth Boulevard, Mail Station #47
Tallahassee, Florida 32399-3000
Telephone No.: (850) 245-2161
Fax No.: (850) 245-2189
E-mail Address: Dornecia.Allen@dep.state.fl.us

EXHIBIT "B"

- C. The Grantee's Grant Manager (who may also be referred to as the Grantee's Project Manager or Point of Contact) for this Agreement is identified below:

Julie Dennis
Department of Economic Opportunity
107 E. Madison Street, MSC 160
Tallahassee, FL 32399
Telephone No.: (850) 717-8478
Fax No.: (850) 717-8522
E-mail Address: Julie.Dennis@deo.myflorida.com

- D. The Grantee's Fiscal Agent for this Agreement is identified below:

Beth Frost
Department of Economic Opportunity
107 E. Madison Street, MSC 160
Tallahassee, FL 32399
Telephone No.: (850) 717-8487
Fax No.: (850) 717-8522
E-mail Address: beth.frost@deo.myflorida.com

13. INSURANCE

- A. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of the Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the Grantee's employees not otherwise protected.
- B. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

14. CONFLICT OF INTEREST

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

15. EQUIPMENT

The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

16. CHANGE ORDERS

The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidence in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

17. DISCRIMINATION

- A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or

EXHIBIT "B"

consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services (DMS) is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to DMS' Office of Supplier Diversity at (850) 487-0915.

- B. The Grantee agrees to comply with the provisions of 15 CFR Part 8 "Nondiscrimination in Federally Assisted Programs." No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

18. DEBARMENT/SUSPENSION

In accordance with Executive Order 12549, Debarment and Suspension (2 CFR 1326), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by NOAA to the Department.

19. COPYRIGHT, PATENT AND TRADEMARK

The U.S. Department of Commerce, NOAA and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work developed under a grant or contract under a grant.
- B. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
- C. All patent rights, copyrights and data rights must be in accordance with 15 CFR 14.36 and 15 CFR 24.34, as applicable.

20. GEOSPATIAL DATA

- A. If funds are provided under this Agreement for the collection or production of geospatial data (e.g., GJS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the Grantee shall provide relevant information (e.g., expected dates of data collection, type of collection, flight lines, etc.) to the Department's Grant Manager as early as practicable before data collection commences.
- B. This information will be shared with the NOAA office(s) having an interest in these types of data and the appropriate NOAA staff will work with the Grantee to ensure the data and the planned acquisition activities are registered in Geospatial One-Stop (geodata.gov) and comply with OMB Circular A-16, *Coordination of Geographic Information and Related Spatial Data Activities* at: http://www.whitehouse.gov/omb/circulars_a016_rev.
- C. The Grantee shall document all new geospatial data it collects or produces using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and make that standardized documentation electronically accessible to NOAA, if requested. These standards can be found at <http://www.fgdc.gov/metadata/csdgm>.

21. PUBLICATIONS, PHOTOGRAPHS, AUDIOVISUALS & SIGNS

Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department's Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 4 of this Agreement.

- A. Publications, printed reports (other than the scientific, technical, or professional publications as identified in paragraph 21.B. below), videos, websites or other materials must include the NOAA logo (logos can be found at the FCMP website at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm> or contact the Department's Grant Manager to get a copy) and the following statement on the cover of the first page:

EXHIBIT "B"

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA12NOS4190028. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies."

The next printed line shall identify the month and year of the publication.

- B. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 21.A. above.
- C. Grantees must complete a signed Attachment J, Photographer Release Form and/or Model Release Form, to be submitted with project photos sent to the Department.
- D. Audiovisuals: Grantees must acknowledge NOAA support on any audiovisual (e.g., website, video, slides, etc.) which is produced with this Agreement. Unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public. The acknowledgment must not represent or suggest in any way that the views expressed are those of NOAA and must include the statement shown in paragraph 21.A. above.

The Grantee must receive approval in writing from the Department's Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) calendar days in advance. The Grantee must also provide the Department's Grant Manager with shooting scripts and provide two (2) copies of the audiovisual (e.g., video, slides, etc.) upon completion.

- E. Sign Requirements for Construction Projects: The Grantee shall erect a sign at the site of any construction project, maintain it during construction and the sign must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in paragraph 2. The sign must be at least 2' x 3' in size and include the language shown below, and the NOAA, DEP and FCMP logos, which may be found at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm>. Sign colors should complement the surrounding area. The following language is recommended:

"The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act."

The next printed line shall identify the completion month and year of the project.

- F. Acknowledgment Requirement for Interpretive Signs & Banners: Interpretive signs and banners may include only the NOAA and FCMP logos.

22. CONTRACT PROVISIONS

The Grantee agrees to comply with, and include in subcontracts and subgrants, the provisions contained in Attachment K, Contract Provisions, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in Attachment L, Regulations, attached hereto and made a part hereof, shall apply to this Agreement.

23. LAND ACQUISITION

DEP Agreement No. CM340, Page 9 of 11
DEP 55-236 (06/12)

EXHIBIT "B"

Land acquisition is not authorized under the terms of this Agreement.

24. SEVERABILITY CLAUSE

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

25. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties. Any alteration, variations, changes, modification or waivers of provision of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "B"

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

STATE OF FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: J. Thomas Beck
Hansjörg Deutsch, Executive Director
Department of Economic Opportunity
J. Thomas Beck, Director, Community Development
Date: 11-2-12

Sally B. Math
Sally B. Math, Director
Intergovernmental Programs
11/9/12

Dornelia Allen
Dornelia Allen
DEP Grant Manager

Approved as to form and legality:

Approved as to form and legality:

[Signature] 11/2/12
GRANTEE Attorney

[Signature]
DEP Coastal Management Program Attorney

FEID No.: 59-3467874

DUNS No.: 784752602

CFDA No.: 11.419

CFDA Title: Coastal Zone Administration Awards

*For Agreements with governmental boards/commissions: If a person other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (10 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Form (6 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Final Project Report Form (4 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Property Reporting Form (1 Page) Not Applicable</u>
<u>Attachment</u>	<u>I</u>	<u>Quality Assurance Requirements (14 Pages) Not Applicable</u>
<u>Attachment</u>	<u>J</u>	<u>Photographer Release Form & Model Release Form (2 Pages)</u>
<u>Attachment</u>	<u>K</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>L</u>	<u>Regulations (1 Page)</u>

DEP Agreement No. CM340, Page 11 of 11
DEP 55-236 (06/12)

EXHIBIT "B"

ATTACHMENT A PROJECT WORK PLAN

DEP Agreement # CM340

Project Title: Implementing "Adaptation Action Area" Policies in Florida

Grantee

Organization Name: Florida Department of Economic Opportunity
Chief Elected Official or Agency Head: Hunting F. Deutsch
Title: Executive Director
Address: 107 E. Madison Street, MSC 160
City: Tallahassee
Zip Code: 32399
Area Code and Telephone Number: (850) 245-7105
Area Code and Facsimile Machine Telephone Number: (850) 717-8522
E-Mail Address: hunting.deutsch@deo.myflorida.com

Project Manager

Organization Name: Florida Department of Economic Opportunity
Name: Julie Dennis
Address: 107 E. Madison Street, MSC 160
City: Tallahassee
Zip Code: 32399
Area Code and Telephone Number: (850) 717-8478
Area Code and Facsimile Machine Telephone Number: (850) 717-8522
E-Mail Address: Julie.Dennis@deo.myflorida.com

Fiscal Agent

Organization Name: Florida Department of Economic Opportunity
Name: Beth Frost
Address: 107 E. Madison Street, MSC 160
City: Tallahassee
Zip Code: 32399
Area Code and Telephone Number: (850) 717-8487
Area Code and Facsimile Machine Telephone Number: (850) 717-8522
E-Mail Address: beth.frost@deo.myflorida.com

Mailing Address for Warrant (if other than the Grantee address):

DEP Agreement No. CM340, Attachment A, Page 1 of 10

EXHIBIT "B"

Attn: Cashier
at recipient address

FELD No.: 59-3467847

DUNS No.: 784752602

Project Location: This project will take place in Broward County, FL, specifically the City of Ft. Lauderdale, FL.
Coordination for this project will also occur in Tallahassee, FL

DEP Agreement No. CM340, Attachment A, Page 2 of 10

EXHIBIT "B"

Scope of Work: Provide a summary of the project and the justification supporting the need for the Florida Department of Environmental Protection to fund the project. Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks and deliverables.

The 2011 Florida Legislature passed the *Community Planning Act (CPA)* making significant changes to the state's growth management laws, including the addition of optional adaptation planning for coastal hazards and the potential impacts of sea level rise. The Adaptation Action Area, as defined in the CPA, is an optional comprehensive plan designation for areas that experience coastal flooding and that are vulnerable to the related impacts of rising sea levels for prioritizing funding for infrastructure and adaptation planning. Local governments that adopt an Adaptation Action Area may consider policies within the coastal management element in their comprehensive plan to improve resilience to coastal flooding. Criteria for the Adaptation Action Area may include: areas below, at, or near mean higher high water; areas which have a hydrological connection to coastal waters; or areas designated as evacuation zones for storm surge (§163.3164(1) and §163.3177(6)(g)(10), F.S.)

In January 2011, the National Oceanic & Atmospheric Administration (NOAA) approved the FCMP Section 309 Strategy, including an initiative to be conducted by the Florida Department of Economic Opportunity (DEO) titled, "Community Resiliency: Planning for Sea Level Rise." This five-year initiative will examine the statewide planning framework and determine how to best integrate sea level rise adaptation into the existing process. In addition, the initiative will vet guidance for sea level rise adaptation by developing adaptation plans for two pilot communities. The purpose of preparing pilot plans is to evaluate planning guidance, modeling and vulnerability analysis methodologies for statewide application, determine effective modes for communicating sea level rise risks, and deliver technical assistance to support sea level rise adaptation to a diverse audience.

At the time the strategy was developed, the language regarding Adaptation Action Areas had not yet been conceived or adopted into statute and therefore was not reflected in the work plan. However, this newly adopted language provides the statutory framework to promote adaptation planning for sea level rise at the local level. It also provides the authority for the DEO to offer technical assistance to communities that wish to include adaptation planning in their local comprehensive plan, as well as guidance for other communities that are interested in learning more about this planning strategy.

This Project of Special Merit will explore the options available to local governments that wish to implement Adaptation Action Areas and policies in the local comprehensive plan. The City of Ft. Lauderdale, in cooperation with Broward County, will serve as a pilot to test the adaptation options. The results of this process will be compiled into a guidance document to assist Florida communities that choose to address Adaptation Action Areas in their local comprehensive plan.

During the first phase of the overall initiative proposed under the original 309 Strategy (2011-2012), the DEO will inventory sea level rise research from around the state and nation, and identify technical assistance resources currently available to support community sea level rise planning and adaptation. The DEO will also convene a group of statewide experts to serve as the Focus Group for the overall project.

In the second phase of the overall initiative (2012-2013), the DEO will identify a model for sea level rise inundation and best practices guidance for adaptation planning to be tested in two pilot communities in the following year. The pilot communities will be representative of the average community in Florida that has not considered sea level rise adaptation and how they might holistically plan for future vulnerability.

The Project of Special Merit to address Adaptation Action Areas will occur simultaneously with the two pilot projects referenced above and included in the second phase of the 309 Strategy. The main difference between the Project of Special Merit and the DEO's 5-year initiative is that the latter strategy will represent an average community in Florida and will take a holistic approach to adaptation planning. The pilot under the Project of Special Merit will be an advanced community on the forefront of adaptation planning in the State, ready to take on highly targeted tasks related to how Adaptation Action Areas will be addressed in the local comprehensive plan.

First, a menu of optional program changes will be developed for local governments to choose from in order to address Adaptation Action Areas in their local comprehensive plan. These options will include, but are not limited to:

- Overlay zones/districts for special Adaptation Action Areas.
- New or revised regulations regarding adaptation planning.

DEP Agreement No. CM340, Attachment A, Page 3 of 10

EXHIBIT "B"

- Resolutions, executive orders and memoranda of understanding/agreement regarding future plans for areas that meet the Adaptation Action Area criteria.
- Targeted land acquisition programs.
- Conservation easements.
- Transfer and Purchase of Development Rights Programs.
- Hazard mitigation program improvements to incorporate adaptation strategies at the local level.

Next, these options will be tested through a pilot project that will ultimately result in a proposed amendment to the local comprehensive plan that addresses sea level rise adaptation. The DEO has asked the City of Ft. Lauderdale, in conjunction with Broward County, to serve as the pilot for this effort because of its involvement with the Southeast Florida Regional Climate Compact (SFRCC), a partnership between Palm Beach County, Broward County, Miami-Dade County and Monroe County. The Compact has made significant progress with setting parameters for data and analysis regarding sea level rise vulnerability in the region. In addition, the SFRCC was instrumental in providing the support needed to get the Adaptation Action Area language adopted into state statute. The City of Ft. Lauderdale was selected due to their interest in the project and vulnerability to coastal flooding, extreme high tide and impacts of rising sea levels. Broward County will also contribute to the planning process because it has played a strong role in the SFRCC, and has a unique oversight role over all local comprehensive planning-related decisions within its jurisdiction. Broward County also has a high level of planning and technical capacity to support this project.

In addition to the proposed amendments to the City of Ft. Lauderdale Local Comprehensive Plan, the end products from this project will include various outreach materials. These resources are to be used by the staff from the Florida DEO and its partners when providing technical assistance on addressing Adaptation Action Areas in local comprehensive plans. In order to capture the different learning styles and ways to present this information, outreach materials will include an easy-to-read guidebook with a case study, a video on Adaptation Action Areas and podcasts with key players throughout the project. It is also expected that staff will present this information via multiple webinars and workshops in order to promote the planning tools.

Due to the linkages between the Project of Special Merit and the SFRCC and South Florida Regional Partnership, the results of this project will likely receive a high level of visibility throughout the region and nation. It is also likely to be replicated in the other surrounding counties as well, through these two regional partnerships.

EXHIBIT "B"

Protect Related Tasks and Deliverables: Provide detailed tasks for the completion of the project, deliverables specific to the tasks (required reports such as progress reports and final reports are not deliverables as they are required by all agreements and are not project specific), timeline for the completion of the tasks and submittal of the deliverables, the criteria that will be used to evaluate the successful completion of the task and deliverable budget information for each deliverable.

PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES: Deliverables must be submitted and approved prior to payment. Deliverables must be quantifiable, measurable and verifiable. Each deliverable must be directly related to a task specified in the scope of work and must identify the minimum level of service to be performed.

Task 1 (\$46,500): Research Options for Addressing the Adaptation Action Area
Using the inventory of sea level rise research from around the state and nation, input from Focus Group Members and other research, the DEO will work with the consultant to develop a comprehensive report detailing the community planning tools and policy options that a community could employ through the adoption of Adaptation Action Areas. These will include, but are not limited to:

- Overlay zones/districts for special Adaptation Action Areas.
- New or revised regulations regarding adaptation planning.
- Resolutions, executive orders and memoranda of understanding/agreement regarding future plans for areas that meet the Adaptation Action Area criteria.
- Targeted land acquisition programs.
- Conservation easements.
- Transfer and Purchase of Development Rights Programs.
- Hazard mitigation program improvements to incorporate adaptation strategies at the local level.
- Other policy options that examine adaptive approaches through protection, accommodation and retreat measures.

This report will include a bibliography as well as an overall summary sheet that lists the various policy options available.

Deliverable 1.1 (\$5,000): Research list of all policies and options for Adaptation Action Areas.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: August 31, 2012 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$5,000- FCMP

Contractual Services: \$5,000-The consultant will prepare a comprehensive summary list of all policy options available to local governments that wish to incorporate Adaptation Action Areas into their local comprehensive plan.

Deliverable 1.2 (\$5,000): Draft Bibliography of research for Adaptation Action Areas.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: August 31, 2012 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$5,000- FCMP

Contractual Services: \$5,000-The consultant will prepare a bibliography that details all sources consulted when preparing the summary list and subsequent report.

Deliverable 1.3 (\$11,500): Draft Report on Policy Options for Adaptation Action Areas.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: October 31, 2012 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$11,500- FCMP

DEP Agreement No. CM340, Attachment A, Page 5 of 10

EXHIBIT "B"

Travel: \$1,500-DEO Staff to travel to Ft. Lauderdale to work with city and county staff and consultant on the draft policy report and to discuss any edits needed. Round-trip rental car with gas from Tallahassee to the City of Ft. Lauderdale for a three-night trip. $\$26.50 \times 4 \text{ days} = \$106 + \$148 \text{ in gas/tolls} = \254 . Meals and per diem for two DEO employees $\$36/\text{day} \times 3 \text{ days} + 1 \text{ day per diem} (\$80) = \$188 * 2 = \376 . Hotel/Lodging and Parking $\$130/\text{night} + \$15/\text{parking} \times 3 \text{ nights} = \$435 * 2 = \$870$.

Contractual Services: \$10,000-The consultant will draft a report of all policy options available to local governments that wish to incorporate Adaptation Action Areas into their local comprehensive plan.

Deliverable 1.4 (\$25,000): Final Report including policy options, examples from other communities where they exist and bibliography.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 31, 2012 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$25,000- FCMP

Contractual Services: \$25,000-The consultant will draft a final report of all policy options available to local governments that wish to incorporate Adaptation Action Areas into their local comprehensive plan, addressing any feedback or input obtained by the Community Resiliency Focus Group.

Task 2 (\$76,000): Include Adaptation Action Area Policies in the Local Comprehensive Plan.

The DEO and consultant will work with the City of Ft. Lauderdale and Broward County as the pilot selected to incorporate policies related to the Adaptation Action Area into their local comprehensive plan. The city and county will designate an area as the Adaptation Action Area and then select from the policy options provided in Task 1 to determine what is appropriate in their local comprehensive plan. The DEO and consultant will then work with the City of Ft. Lauderdale and Broward County to prepare a formal amendment to their comprehensive plan and process the amendment for adoption. This process shall include opportunities for public input and presentations to elected bodies as well as a public workshop on this proposed amendment. This amendment will also be formally submitted to the DEO, Division of Community Development, Bureau of Comprehensive Planning, to undergo a formal review by the planning team, in addition to the Project Manager.

Deliverable 2.1 (\$21,500): Copy of Formal Presentation of overall project and options selected to be included in the local comprehensive plan.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: February 28, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$21,500- FCMP

Travel: \$1,500-DEO Staff to travel to Ft. Lauderdale to kick-off the pilot project with the City of Ft. Lauderdale and Broward County. Round-trip rental car with gas from Tallahassee to the City of Ft. Lauderdale for a three-night trip. $\$26.50 \times 4 \text{ days} = \$106 + \$148 \text{ in gas/tolls} = \254 . Meals and per diem for two DEO employees $\$36/\text{day} \times 3 \text{ days} + 1 \text{ day per diem} (\$80) = \$188 * 2 = \376 . Hotel/Lodging and Parking $\$130/\text{night} + \$15/\text{parking} \times 3 \text{ nights} = \$435 * 2 = \$870$.

Contractual Services: \$20,000-The consultant will assist the city and county with the preparation of a presentation detailing the project and proposed comprehensive plan amendment to be delivered to elected officials as well as the public through a public workshop.

Deliverable 2.2 (\$22,500): Draft policy language for inclusion in the local comprehensive plan.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: March 31, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$22,500- FCMP

Travel: \$1,500-DEO Staff to travel to Ft. Lauderdale to attend presentation of draft product to elected officials and meet with the city and county to discuss preliminary successes, challenges and lessons learned. Round-trip rental car

DEP Agreement No. CM340, Attachment A, Page 6 of 10

EXHIBIT "B"

with gas from Tallahassee to the City of Ft. Lauderdale for a three-night trip. $\$26.50 \times 4 \text{ days} = \$106 + \$148 \text{ in gas/tolls} = \254 . Meals and per diem for two DEO employees $\$36/\text{day} \times 3 \text{ days} + 1 \text{ day per diem} (\$80) = \$188 \times 2 = \376 . Hotel/Lodging and Parking $\$130/\text{night} + \$15/\text{parking} \times 3 \text{ nights} = \$435 \times 2 = \$870$.
Contractual Services: \$21,000-The consultant will assist the city with the preparation of a formal comprehensive plan amendment draft to be presented to elected officials and the public through a public workshop for input and comments and to be submitted to the DEO, Division of Community Development for formal review.

Deliverable 2.3 (\$32,000): Final policy language formatted as a submittal draft of an amendment to the local comprehensive plan.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: June 30, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$32,000- FCMP

Contractual Services: \$32,000-The consultant will assist the city and county with the incorporation of all comments obtained by the public, elected officials and DEO into the final amendment and prepare it for adoption into the comprehensive plan.

Task 3 (\$77,500): Develop Guidance on Adaptation Action Areas in the Local Comprehensive Plan. The DEO and consultant will incorporate the research compiled in Task 1, along with examples and lessons learned from the pilot project in the City of Ft. Lauderdale and Broward County into a series of materials that will provide guidance to local governments that wish to incorporate Adaptation Action Areas into their own local comprehensive plans. This guidance will also include lessons learned from other communities that may choose to incorporate Adaptation Action Areas into their local comprehensive plans from the SFRCC as well as other cities and counties in Florida, as appropriate. In order to capture the different learning styles and ways to present this information, outreach materials will include an easy-to-read guidebook with a case study, a video on Adaptation Action Areas and podcasts with key players throughout the project.

Deliverable 3.1 (\$5,000): Storyboard of short video on Adaptation Action Areas.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: October 31, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$5,000- FCMP

Contractual Services: \$5,000-The consultant will prepare a draft storyboard that details the information, graphics and suggested script for the video on Adaptation Action Areas.

Deliverable 3.2 (\$20,000): Final video on Adaptation Action Areas.

Performance Measures: This deliverable will be deemed complete when reviewed by Project Manager and all comments from the Focus Group are considered to be addressed.

Financial Consequences: The consequence for a deliverable that is deemed unsatisfactory is no payment until performance measures are met and it is considered to be acceptable by the Project Manager.

Completion Date: December 31, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$20,000- FCMP

Contractual Services: \$20,000-The consultant will prepare a final guidance video on Adaptation Action Areas geared towards local governments that wish to learn more about what they are and how they can be used in local comprehensive plans. This will include optional closed-captioning and a script in PDF format.

Deliverable 3.3 (\$11,500): Draft case study that details the step-by-step process the City of Ft. Lauderdale used to incorporate Adaptation Action Areas into their local comprehensive plan, along with successes, challenges and lessons learned from the process. This case study should include pictures from meetings and graphics specific to Ft. Lauderdale and this planning process.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

DEP Agreement No. CM340, Attachment A, Page 7 of 10

EXHIBIT "B"

Completion Date: July 31, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$11,500- FCMP

Travel: \$1,500-DEO Staff to travel to Ft. Lauderdale to meet with consultant, City of Ft. Lauderdale and other communities participating in the SFRCC that are currently adopting Adaptation Action Areas into their local comprehensive plan. This meeting will discuss successes, challenges and lessons learned for incorporation into the City of Ft. Lauderdale Case Study and draft guidebook. Round-trip rental car with gas from Tallahassee to the City of Ft. Lauderdale for a three-night trip. $\$26.50 \times 4 \text{ days} = \$106 + \$148 \text{ in gas/tolls} = \254 . Meals and per diem for two DEO employees $\$36/\text{day} \times 3 \text{ days} + 1 \text{ day per diem} (\$80) = \$188 \times 2 = \376 . Hotel/Lodging and Parking $\$130/\text{night} + \$15/\text{parking} \times 3 \text{ nights} = \$435 \times 2 = \$870$.

Contractual Services: \$10,000-The consultant will prepare a draft case study that details the step-by-step process the City of Ft. Lauderdale and Broward County used to incorporate Adaptation Action Areas into their local comprehensive plan, along with successes, challenges and lessons learned from the process. This case study should include pictures from meetings and graphics specific to Ft. Lauderdale, Broward County and this planning process.

Deliverable 3.4 (\$10,000): Draft guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale case study in an easy-to-read format.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: September 30, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$10,000- FCMP

Contractual Services: \$10,000-The consultant will prepare a draft guidebook geared towards local governments that compiles the information found in the report prepared under Task 1, detailing the menu of options available to local governments that wish to adopt Adaptation Action Areas, along with a recommended step-by-step process for incorporating this information into the local comprehensive plan. This guidance document should include the successes, challenges and lessons learned from the pilot (City of Ft. Lauderdale in cooperation with Broward County) as well as other communities that may be undertaking this effort within the timeframe of this project.

Deliverable 3.5 (\$26,000): Final Guidebook that includes an overview of Adaptation Action Areas, all information developed in Task 1 on policy options, and Ft. Lauderdale and Broward County case study in an easy-to-read format.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 31, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$26,000- FCMP

Contractual Services: \$26,000-The consultant will prepare a final guidebook that incorporates all feedback obtained by the Focus Group, City of Ft. Lauderdale, Broward County and Project Manager, geared towards local governments that compiles the information found in the report prepared under Task 1, detailing the menu of options available to local governments that wish to adopt Adaptation Action Areas, along with a recommended step-by-step process for incorporating this information into the local comprehensive plan. This guidance document should include the successes, challenges and lessons learned from the pilot (City of Ft. Lauderdale in cooperation with Broward County) as well as other communities that may be undertaking this effort within the timeframe of this project. The guidebook will include graphics and be formatted and worded in a way that is easy to understand and concise. This guidebook should also be presented in a format that is eReader and iPad/tablet compatible.

Deliverable 3.6 (\$5,000): Podcasts with key players.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 31, 2013 (deliverables are due to FCMP no later than 10 days after the completion date)

Budget Information: \$5,000- FCMP

Contractual Services: \$5,000-The consultant will record interviews with key players throughout the project to get information about what was important to them in the project in a file format suitable for YouTube and audio-only postings.

DEP Agreement No. CM340, Attachment A, Page 8 of 10

EXHIBIT "B"

Total Project Budget Schedule: Please type the total dollar amounts in all applicable categories (round to the nearest dollar; no cents) and leave other categories blank. If your grant Agreement requires match, it must equal the FCMP funds requested, or one hundred percent (100%). Budget transfers among established categories are allowable with prior Department approval. Written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.

<u>Budget Category</u>	<u>FCMP Funds</u>
1. Salaries	_____
2. Fringe Benefits	_____
3. Travel	<u>6,000</u>
4. Equipment Purchases	_____
5. Supplies	_____
6. Contractual Services	<u>194,000</u>
7. Other Expenses	_____
8. Indirect Charges	_____
FCMP Total	<u>\$200,000</u>
NOAA Project Total	<u>\$200,000</u>
Total Project Cost:	<u>\$200,000</u>
(The total cost of the project includes all costs for the project provided by all funding sources).	

EXHIBIT "B"

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. Note: Indirect costs are not allowed as match.

FCMP Funds:

Travel \$6,000: DEO Staff will travel to Ft. Lauderdale on four different occasions to provide input and support on the project. Round-trip rental car with gas from Tallahassee to the City of Ft. Lauderdale for a three-night trip. $\$26.50 \times 16 \text{ days} = \$424 + \$148 \text{ in gas/tolls for 4 trips} = \592 . Meals and per diem for two DEO employees $\$36/\text{day} \times 12 \text{ days} + 4 \text{ day per diem } (\$80) = \$752 * 2 = \$1,504$. Hotel/Lodging and Parking $\$130/\text{night} + \$15/\text{parking} \times 12 \text{ nights} = \$1,740 * 2 = \$3,480$.

Contractual Services \$194,000: DEO will sub-contract with the South Florida Regional Planning Council to complete the products associated with this project. These products include:

- List of policies and all options for Adaptation Action Areas
- Bibliography of research for Adaptation Action Areas
- Report on policy options for Adaptation Action Areas
- Presentation of Adaptation Action Areas for public workshops
- Policy language formatted as a submitted draft for comprehensive plan amendment
- Adaptation Action Areas video
- Ft. Lauderdale/Broward County case study
- Guidebook on Adaptation Action Areas
- Podcasts with key players

EXHIBIT "B"

ATTACHMENT B

PROGRESS REPORT FORM

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Grant Manager's Email Address:			
Reporting Period:			
Project Title:			
Provide a summary of project accomplishments for this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation.			
Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.)			
Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.)			
Provide an explanation for any anticipated delays or any problems encountered.			

EXHIBIT "B"

INSTRUCTIONS FOR COMPLETING ATTACHMENT B PROGRESS REPORT FORM

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM___.
GRANTEE NAME: Enter the name of the grantee's agency.
GRANTEE ADDRESS: Enter the address that is on the first page of the grant agreement.
GRANTEE'S GRANT MANAGER: Enter the person identified as grant manager in the grant agreement.
TELEPHONE NO.: Enter the telephone number where the grant manager can be contacted.
GRANT MANAGER'S EMAIL ADDRESS: Enter the grant manager's email address.
REPORTING PERIOD: This is the beginning and ending date of the reporting period; it can cover more than one quarter.
PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

Provide a summary of project accomplishments this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation(s). This section should show the progress for each task that was scheduled to begin or be completed in the current reporting period. If there was no progress for a task that was to start or be completed, please explain the reason.

Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.). This section should show the status for each deliverable that was scheduled to begin or be completed in the current reporting period. The status should be reported by the percentage completed. If there was no progress for a deliverable, briefly state the reason.

Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.). Ensure that any deliverables listed in the grant agreement, as well as those not listed are included. For instance, you may send copies of agendas or minutes of meetings, photos of displays, or other supporting documentation to show the completion or progress towards a task. Label the deliverables by task and deliverable number(s) that they are associated with (for example: Deliverable 1.1 for task 1, deliverable 1).

Provide an explanation for any anticipated delays or any problems encountered. Provide a brief summary of any anticipated or encountered problems or delays.

Questions regarding completion of Progress Reports should be directed to Dornecia Allen at (850) 245-2161 or Dornecia.Allen@dep.state.fl.us.

EXHIBIT "B"

ATTACHMENT C

PAYMENT REQUEST FORM

Grantee: _____ Grantee's Grant Manager: _____
Mailing Address: _____
DEP Agreement No.: _____ Payment Request No.: _____
Date Of Request: _____ Performance Period: _____
Total Amount Requested: _____ Deliverable
\$ _____ No: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS CLAIM	TOTAL CUMULATIVE FCMP CLAIMS	MATCHING FUNDS CLAIMED	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Indirect	\$	\$		
TOTAL AMOUNT	\$	\$	\$	\$
GRANT BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payments of:	\$		\$	
REMAINING BUDGET IN GRANT	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

****PLEASE DO NOT ALTER THIS FORM****

DEP Agreement No. CM340, Attachment C, Page 1 of 6

EXHIBIT "B"

DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING ATTACHMENT C PAYMENT REQUEST FORM

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM __.

DATE OF REQUEST: This is the date you are submitting the report.

TOTAL AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.

GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period.

DELIVERABLE NO.: Enter the number of the DELIVERABLE(S) that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed deliverables during the invoice period for which you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment A (Project Work Plan), or amendment of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment A. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the column total on the "TOTAL AMOUNT" line. Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN: Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc. Enter the column total on the "TOTAL AMOUNT" line. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

"MATCHING FUNDS CLAIMED" COLUMN: Enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment A, (Project Work Plan). Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL AMOUNT." The final report should show the total of all claims, first claim through the final claim, etc. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

EXHIBIT "B"

REQUIRED BACK-UP DOCUMENTATION:

Exhibit I - Schedule of Invoices for Reimbursement for each deliverable.

Exhibit II - Schedule of Match for each deliverable.

Copies of Invoices (*Not applicable to state agencies*)

Copies of canceled checks (*Not applicable to state agencies*)

Copies of Travel Reimbursements *if applicable*

FLAIR Report (*State agencies only*)

Copies of Volunteer Logs (*if applicable*)

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Florida Department of Financial Services).

**** PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment **

If you have any questions please do not hesitate to contact Dornecia Allen at (850) 245-2180.

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EXHIBIT "B"

EXHIBIT - I

SCHEDULE OF INVOICES FOR REIMBURSEMENT

DEP AGREEMENT NO.: CM000
 PROJECT TITLE: _____
 PERFORMANCE PERIOD: _____ THROUGH _____
 DELIVERABLE NO.: _____
 DELIVERABLE AMOUNT REQUESTED: _____

INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/ VOUCHER NUMBER	CHECK AMOUNT/ TRANSACTION AMOUNT	AMOUNT CLAIMED
Salaries								
							Total Salaries	\$
Fringe Benefits								
							Total Fringe Benefits	\$
Travel								
							Total Travel	\$
Equipment								

EXHIBIT "B"

Total Equipment										\$
Supplies										
Total Supplies										\$
Contractual Services										
Total Contractual Services										\$
Other Expenses										
Total Other Expenses										\$
Indirect Charges										
Total Indirect Charges										\$

EXHIBIT "B"

DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING EXHIBIT - I SCHEDULE OF INVOICES FOR REIMBURSEMENT

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM --.
PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.
PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period.
DELIVERABLE NO.: Enter the number of the deliverable that you are requesting payment for.
DELIVERABLE AMOUNT REQUESTED: This is the total amount of expenses from all approved budget categories for the deliverable.

Salaries: Provide an itemized listing of expenditures for Salaries if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.
Fringe Benefits: Provide an itemized listing of expenditures for Fringe Benefits if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.
Travel: Provide an itemized listing of expenditures for Travel if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.
Equipment: Provide an itemized listing of expenditures for Equipment if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.
Supplies: Provide an itemized listing of expenditures for Supplies if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.
Contractual Services: Provide an itemized listing of expenditures for Contractual Services if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.
Other Expenses: Provide an itemized listing of expenditures for Other Expenses if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.
Indirect Charges: Provide the amount of the indirect to be charged to this Deliverable. Provide percentage or rate used for calculation.

A SCHEDULE OF INVOICES FORM IS REQUIRED FOR EACH DELIVERABLE.

**** PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment **

EXHIBIT "B"

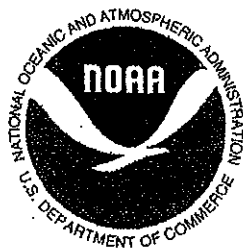
ATTACHMENT D

DEP AGREEMENT NO. CM _____

Project Title

Grantee Name

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. _____. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

Month & year

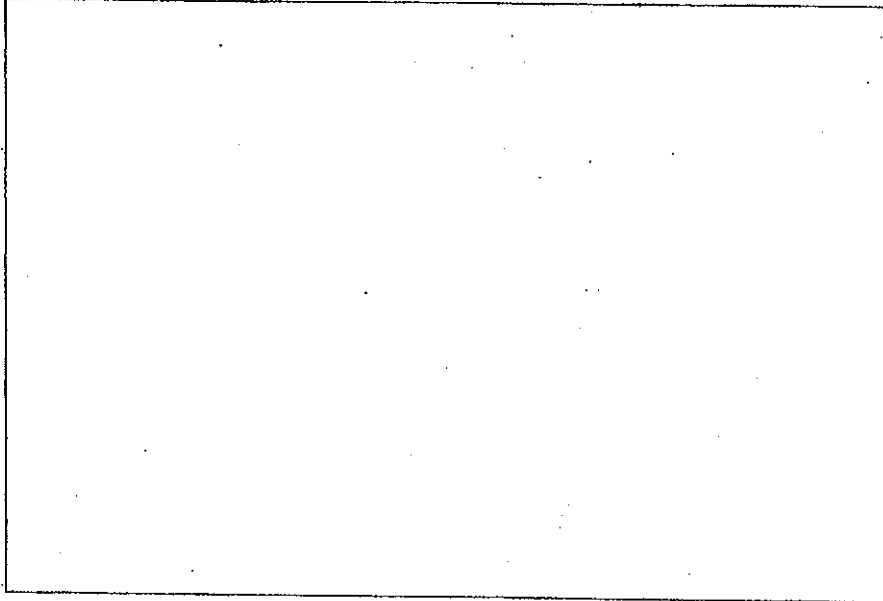
DEP Agreement No. CM340, Attachment D, Page 1 of 4

EXHIBIT "B"

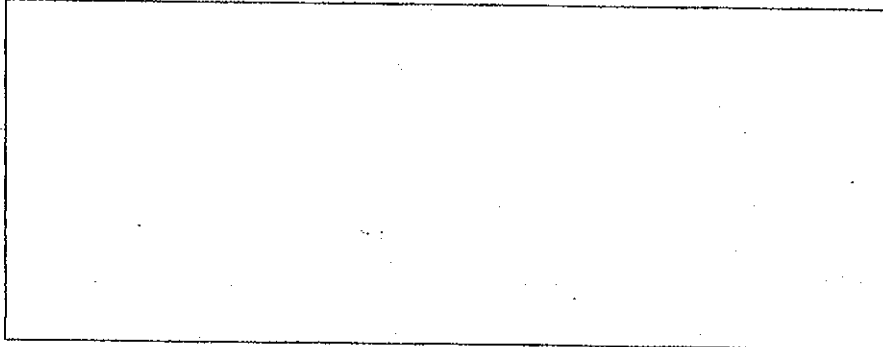
Final Project Report for CM___

Project Title

Executive Summary



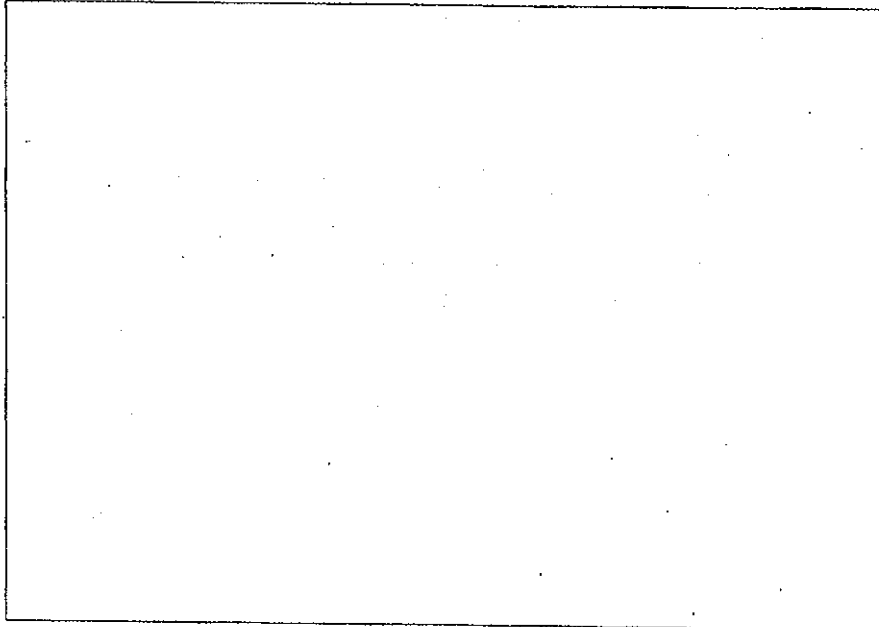
Methodology



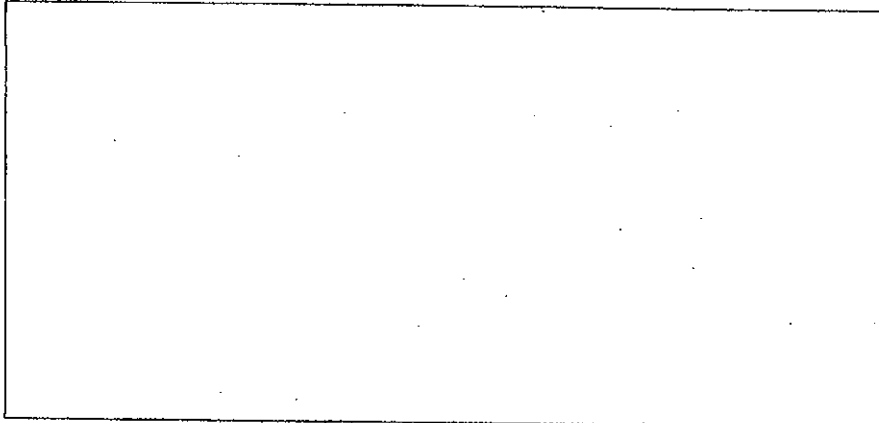
DEP Agreement No. CM340, Attachment D, Page 2 of 4

EXHIBIT "B"

Outcome

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Further Recommendations

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DEP Agreement No. CM340, Attachment D, Page 3 of 4

EXHIBIT "B"

INSTRUCTIONS FOR COMPLETING ATTACHMENT D FINAL PROJECT REPORT FORM

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM ____

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

NOAA AWARD NUMBER: Enter the NOAA award number as shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. A draft should be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, one hard copy and an electronic copy shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to Dornecia Allen at (850) 245-2161 or Dornecia.Allen@dep.state.fl.us.

EXHIBIT "B"

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

EXHIBIT "B"

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fidfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fidfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

EXHIBIT "B"

The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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EXHIBIT "B"

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Commerce	11.419	Coastal Zone Administration Awards	\$200,000	140061

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Program Number	Funding Source	State Fiscal Year	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
			Number		

Total Award	\$200,000
-------------	-----------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://112.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaia/searchCatalog.aspx>]. The recipient is clearly indicated in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP Agreement No. CM340, Attachment E, Page 5 of 5

EXHIBIT "B"

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name: _____

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

CERTIFICATION STATEMENT:

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

EXHIBIT "B"

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

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EXHIBIT "B"

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING FREQUENTLY ASKED QUESTIONS

1. Question: Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

2. Question: How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

3. Question: Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

4. Question: Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

5. Question: Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

6. Question: Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

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EXHIBIT "B"

ATTACHMENT G

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Title _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s))		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fter above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL (Rev 7-97)		

Form DEP 55-221 (01/01)

DEP Agreement No. CM340, Attachment G, Page 1 of 2

EXHIBIT "B"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EXHIBIT "B"

ATTACHMENT J

Photographer Release Form Florida Department of Environmental Protection

Photographer: _____
(Please Print Name)

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (____) _____
(area code + number)

Email: _____

License and Indemnification I certify that I am the photographer and owner of the photograph(s) being submitted and am 18 years of age or older.

I hereby grant the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to promotion of the Florida Department of Environmental Protection, its publications, employees, volunteers, and properties in any way, including on the Internet, in print publications, as distributed to the media, and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Photographer Signature: _____ Date: _____
Photo Filename(s): _____
Location of photo shoot: _____
Name of Person Accepting Photographs: _____

DEP Agreement No. CM340, Attachment J, Page 1 of 2
Revision Date: 02/09

EXHIBIT "B"

Model Release Form: Photo/Video/Audio

This photo release form will be used for all State of Florida-Department of Environmental Protection brochures, websites, displays, articles, magazines, programs, advertisements or events.

Photo Release for Adults

I, being 18 years or older, hereby consent that the videotapes, photographs and/or motion picture film in which I appear, and/or audio recordings made of my voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings, and the plates and/or tapes from which they are made shall be their property, and they shall have the right to sell, duplicate, reproduce, and make other lawful uses of such photographs, films, recordings, plates and tapes as they may desire, free and clear of any claim whatever on my part in perpetuity.

IN WITNESS WHEREOF, I have hereunto set my hand, in the State of Florida,
this _____ day of _____, 2_____

Location: _____

Signature _____

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Photo Release for Minors

I being Parent/Guardian of _____, hereby consent that the videotapes, photographs and/or motion picture film for which he/she posed, and/or audio recordings made of his/her voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives, and recordings and the plates and/or tapes or other medium from which they are made shall be their property, and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, plates, and tapes as they may desire free and clear of any claim whatsoever on my part or my child's part, or by anyone who may claim by or through my child in perpetuity.

IN WITNESS WHEREOF, I have hereunto set my hand, in the State of Florida,
this _____ day of _____, 2_____

Signature of parent or guardian _____

Name of child (print) _____

Name of parent or guardian (print) _____

Address _____

City _____ State _____ Zip _____

DEP Agreement No. CM340, Attachment J, Page 2 of 2
Revision Date: 02/09

EXHIBIT "B"

ATTACHMENT K

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276e)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/4 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

DEP Agreement No. CM340, Attachment K, Page 1 of 4
Revision Date: 02/09

EXHIBIT "B"

or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

8. **Governmentwide Debarment and Suspension (NonProcurement)** – Recipients shall comply with the provisions of Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)," published in the Federal Register on December 21, 2006, 71 FR 76573, which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.
9. **Section 508 of the Federal Water Pollution Control Act**, as amended (33 U.S.C. 1368) and **Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons, (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; (k) Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities; (l) compliance with Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR 60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.
11. **Drug Free Workplace** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 15 CFR Part 29, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534, which require that the recipient take steps to provide a drug-free workplace.
12. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

DEP Agreement No. CM340, Attachment K, Page 2 of 4
Revision Date: 02/09

EXHIBIT "B"

14. **Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977** Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.
15. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
16. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) restrictions for actions within a Coastal Barrier Island under the Coastal Barrier Island Resources Act (16 U.S.C. 3501 et seq.); (j) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 et seq.) which regulates the generation, transportation, treatment and disposal of hazardous wastes; (k) The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. 9601 et seq.); and (l) The Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, which identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.
17. **Clean Air Act, Clean Water Act, and EO 11738** Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§7401 et seq.), Clean Water Act (33 U.S.C. §§1251 et seq.), and EO 11738, and shall not use a facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR §15.5, and shall notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the list.
18. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
19. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
20. **Compliance with 15 CFR Part 27** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
21. **Care and Use of Live Vertebrate Animals.** Recipients must comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the acquisition, care, handling, and use in projects, and implementing regulations, 9 CFR Parts 1, 2 and 3; the Endangered Species Act (16 U.S.C. 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. 1361 et seq.) taking possession, transport, purchase, sale, export or import of wildlife and plants, The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 et seq.) ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release, and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any U.S. Department of Commerce financial assistance award unless authorized by the Grants Officer.
22. **Criminal and Prohibited Activities –** Recipients must comply with the Program Fraud Civil Remedies Act (31 U.S.C., §§ 3801-3812), which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).
23. **Foreign Travel –** Recipients shall comply with the provisions of the Fly America Act (49 USC, § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§301-10.131 through 301-10.143.

DEP Agreement No. CM340, Attachment K, Page 3 of 4
Revision Date: 02/09

EXHIBIT "B"

24. **American Made Equipment and Products** – Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Agreement.
25. **Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects** – Recipients must comply with EO 13202, unless project is exempted under section 5C of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded under this Agreement.
26. **Minority Serving Institutions (MSIs) Initiative** – Pursuant to Eos 13256, 13230 and 13270, the Recipient is strongly encouraged to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.
27. **Research Misconduct** – Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in disallowance of costs for which the institution may be liable for repayment to the awarding agency.
28. **Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations** – The Recipient shall comply with the Export Administration Regulations (EAR) (15 CFR 730-774) and the International Traffic In Arms Regulations (ITAR) (22 CFR 120-130) implemented by the Department of State, respectively. This includes, but is not limited to, dual-use items, defense articles and any related assistance, services, software or technical data as defined in the EAR and ITAR. The Recipient shall include this clause in all lower tier transactions under this Agreement that may involve access to export-controlled information technology.
29. **Trafficking Victim Protection Act of 2000**, the following Prohibition Statement must be included in any award of these funds to a private entity. "You as the recipient, your employees, subrecipients under this Agreement, and subrecipient's employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.
30. **Self-Contained Underwater Breathing Apparatus (SCUBA)** – For any funds used for SCUBA diving, it is the responsibility of the Grantee to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Grantee to ensure that any SCUBA diving activities using the funds under this Agreement meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

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EXHIBIT "B"

ATTACHMENT L

REGULATIONS

Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations. Other DOC regulations also impact grant programs. The following list contains regulations, and Office of Management and Budget Circulars that may apply to the work performed under this Agreement.	
Subchapter A – General	
15 CFR 8	Nondiscrimination in federally assisted programs of the DOC
15 CFR 11	Uniform relocation assistance and real property acquisition for Federal and federally assisted programs
15 CFR 13	Intergovernmental review of DOC programs and activities
Subchapter B - Grants and Other Federal Assistance	
15 CFR 14	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
15 CFR 24	Uniform administrative requirements for grants and agreements to state and local governments.
15 CFR 28	New restrictions on lobbying
15 CFR 29	Drug-Free Workplace Act
<i>Other Federal Regulations</i>	
2 CFR 1326	Nonprocurement Suspension and Debarment
48 CFR. 31	Contract Cost Principles and Procedures
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit of States, Local Governments and Non-Profit Organizations

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Exhibit "C"

METHOD OF COMPENSATION

The City shall be reimbursed a total of \$50,000.00 for satisfactory completion of the following Tasks associated with this Scope of Work:

Task A: Submittal of a draft Adaptation Action Area (AAA) amendment to the City of Fort Lauderdale Comprehensive Plan...

\$40,000.00

Task B: Written comments on the final draft of the SFRPC AAA case study, written summaries of technical assistance throughout the drafting of the case study and AAA storyboard, and acceptance of the final product by the Florida Department of Economic Opportunity (DEO)...

\$10,000.00

TOTAL

\$50,000.00

