

**RESOLUTION NO. 2018-127**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A GRANT CONTRACT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PLANNING OF THE COMPLETION OF THE PALATKA TO ST. AUGUSTINE STATE TRAIL, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

WHEREAS, on June 22, 2017 the Town of Hastings submitted a Florida Department of Economic Opportunity Grant for the planning for completion of the Palatka to St. Augustine State Trail; and

WHEREAS, the Town of Hastings project described in an application submitted for evaluation, was selected for funding; and

WHEREAS, the State requires that the County execute a Project Agreement, which sets forth the terms and conditions that must be satisfied by St. Johns County prior to the disbursement of any Florida Department of Economic Opportunity funds; and

WHEREAS, and entering into the Project Agreement, attached hereto and incorporated herein, serves the public purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves terms, conditions, provisions and requirements of the attached Florida Department of Economic Opportunity Grant, and authorizes the County Administrator, or designee, to execute said agreement on behalf of the County.

**Section 3.** The Clerk of Court is instructed to file the original Project Agreement in the Official Records of St. Johns County, Florida.

**Section 4.** To the extent that there are any typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 5.** This Resolution shall be effective upon execution by the Chair of Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1 day of May, 2018.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_

*Henry Dean*  
Henry Dean, Chair

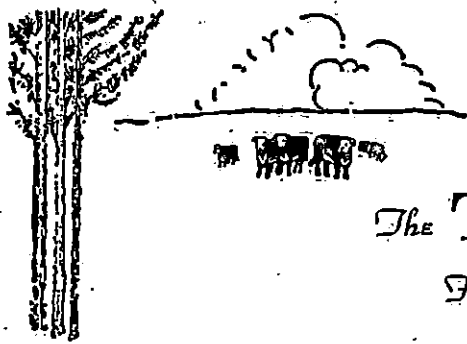
ATTEST: Hunter S. Conrad, Clerk

By: \_\_\_\_\_

*Pam Halterman*  
Deputy Clerk

RENDITION DATE 5/3/18





# *The* TOWN OF HASTINGS

*Florida's* POTATO *Capital*

6195 S. MAIN STREET, SUITE A  
HASTINGS, FLORIDA 32145

PHONE: 904-692-1420  
FAX: 904-692-2844



June 22, 2017

Ms. Alicia Trawick  
Interim Program Manager  
Florida Department of Economic Opportunity  
Bureau of Community Planning & Growth  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, Florida 32399-4120

Re: Request for Competitive Florida Economic Development Project Grant

Dear Ms. Trawick:

The Town of Hastings, a rural community in St. Johns County, with a population of 616, is requesting a Competitive Florida Economic Development Project Grant in the amount of \$15,000. This grant will be used to plan for completion of the Palatka-to-St. Augustine State Trail through Hastings and how to use the trail opening to focus on opportunities for economic development.

In the second half of 2018, FDOT will complete that portion of a 29-mile Palatka-to-St. Augustine trail that runs through Hastings. This new portion will offer users an uninterrupted connection between Palatka and Vermont Heights.

Florida acquired the trail corridor from the Florida East Coast Greenway in 2007. Since 2012, St. Johns County alone has invested \$15 million in developing the trail. This Palatka-to-St. Augustine trail is a portion of the 260-mile 5-county St. Johns River-to-Sea Loop (SJR2C, or the Loop). Early in 2016, FDOT chose SJR2C as one of the first two long-distance multi-use trails that it would fund to completion. Entire completion of the Loop could occur by 2027. Three trailheads, one of which is located in Hastings at the Cora C. Harrison Preserve, will be in place along the trail by the time of its completion through Hastings in the summer of 2018.

The Loop is also an integral part of the 3,000-mile East Coast Greenway between Maine and Florida. Hastings is at the southern end of the 4-state Gullah Geechee Cultural Heritage Corridor, a congressionally designated National Heritage Area.

The trail also overlaps SR 207 as the spine of a tri-county (St. Johns, Putnam, and Flagler) agritourism corridor that has been developed from concept to early implementation by a consortium of interests, led by the nonprofit, tax-exempt St. Johns River-to-Sea Loop Alliance. Proclamations or letters of support for the corridor have been issued by the Town of Hastings, the boards of county commissioners of St. Johns, Putnam and Flagler Counties, IFAS offices in each of the three counties, the Putnam-St. Johns County Farm Bureau, the Florida Agritourism Association, the Putnam County Fair, the Florida Wine and Grape Growers Assn., the Wildflower Seed and Plant Growers Assn., many individual farms and additional interests. Attached are two such letters of support.

These many interests converge in a singular opportunity to spur the redevelopment of downtown Hastings. The focus should be on existing and induced reinvestment. Planning for this would include; assembling a guide for investors, a workshop for investors, and preparing a trail opening celebration that would constitute a public marketing launch for Hastings renewal.

### **Advancement of Economic Development Objectives**

The project grant will advance the following objectives contained in the Hastings Comprehensive Plan:

- Objective I.1 – The Town shall make available or schedule for availability public facilities for future growth and urban development as development occurs, considering the primary goal of the Town, to maintain its small town character and promote economic development.
- Objective I.7 – The Town shall promote the redevelopment of slum and blighted areas in the Town by implementing the Hastings Community Redevelopment Area (CRA) Plan.
  - Policy I.7.1 – The Town shall request federal and state funds and grants to redevelop and renew the Hastings CRA.
  - Policy I.7.2 – The Town shall seek public/private partnerships to promote the redevelopment of the Hastings CRA.
- Objective VI.5 – The Town shall maintain and expand recreational facilities in Hastings.
  - Policy VI.5.2 – The Town shall promote the development of the St. Augustine to Lake Butler Rails to Trails project through Hastings.

The project will have positive impacts to all residents within the town and surrounding Hastings community, property owners, business owners, the farming community at large, and like interests throughout the tri-county agritourism corridor.

### **Past Grant-Funded Project Experience**

The Town of Hastings has considerable grant-funded project experience. This includes:

- Emergency Management Preparedness and Assistance Grants
  - Emergency Generators (3) - \$130,000

- Florida Recreation Development Assistance Program Grants
  - Hastings Park (3) - \$250,000
  - Railroad Park (2) - \$160,000
- Historic Preservation Grants
  - Civic Center (2) - \$100,000
  - HHS Community Building (9) - \$1,616,000
- Urban Forestry Grants
  - Tree Plantings (2) - \$92,400
- FEMA Hazard Mitigation Grant Program
  - Shutters - \$71,725
  - Sewer Rehabilitation - \$256,157
- Community Development Block Grants
  - Sewer Rehabilitation - \$48,805
- Florida Communities Trust
  - Cora C. Harrison Preserve - \$401,200
- Community Planning Technical Assistance Grants
  - Visioning - \$10,000
  - Land Development Regulations Update - \$25,000

All of the grants undertaken by the Town have been satisfactorily completed. Most recently, this month, the Town completed a Community Planning Technical Assistance Grant, in the amount of \$25,000, to update the Town's Land Development Regulations. The biggest challenge that a small town, such as Hastings, faces in administering grants is managing the cash flow; having to lay-out funds that can take over a month to be reimbursed.

### **Project Management**

The Town's Planning Consultant, Robert Fleet of Fleet & Associates Architects/Planners, Inc. will serve as Project Manager and lead this project from start to finish. Mr. Fleet and his firm have considerable experience in grant management and administration, having served in that capacity on almost all of the grants received by the Town since the early 1990's. Mr. Fleet will commit an average of 4 hours per week to the grant process.

The Town will partner with co-founder of the nonprofit St. Johns River-to-Sea Loop Alliance, Herbert Lewis Hiller, for this grant-funded project. Mr. Hiller is already deeply engaged in all aspects of the trail and in advancing the tri-county agritourism corridor, which is the first Alliance program for advancing locally resourceful economic development. Mr. Hiller already devotes two weeks each month *pro bono* to the corridor.

This grant will be highly synergistic. The Town and Mr. Hiller together will be the action agents. The Town will manage the grant and provide all necessary administrative support. Mr. Hiller will serve as grant consultant/contract labor, taking the lead in assembling a guide for investors, conducting a workshop for investors, and preparing a trail opening celebration. Both entities will work to leverage the grant for additional private sector donations and sponsorships as needed.

### **Project Budget / Allocation of Funds**

The Investors Guide, the Investors Workshop and the Preparations for the Celebration of the Loop trail through downtown Hastings represent a synergistic sequence that creates renewed identity for the town going forward. This contrasts with a series of demoralizing milestones and conditions that include the narrow square-mile definition of town boundaries, downtown fire in 1985, the closing of Hastings High School at almost the same time, the steady consolidation of family farms and of parish congregations, the decline in jobs, of access to social services, and a skewed aging population.

The trail, by contrast, promises an infusion of vigorous users with typically significant disposable incomes and curiosity about where they find themselves. Touring cyclists tend to seek what's authentic and one of a kind. If the town holds itself out for these attributes – which it possesses sufficiently – and if the town creates reasons for cyclists to stop – e.g., a restaurant that specializes in farm fresh foods, a pub, a repair shop, a chance to palaver with locals – there's always the chance to snag investment interest. Accordingly, existing business owners, land owners and others who want to see the town prosper again need to develop a beguiling approach to investors that's visible throughout the town. Perhaps a poster with information about the CRA and a host committee that needs forming.

#### **Investors Guide**

**Deliverable:** Copy of Investors Guide

**Due Date:** January 31, 2018

**Budget Amount:** \$ 5,000

- Fleet & Associates Architects/Planners, Inc. (Contracted Services) \$ 2,500
- Herbert Lewis Hiller (Contracted Services) \$ 2,500

The Investors Guide will aim at the owners of extant businesses starting with farmers and otherwise with the owners of vacant and under-utilized properties owners, realtors, insurance agents, financial institutions, homebuilders, lodging operators, distributors and dealers for farm equipment, retailers including food service providers from food trucks to pubs and sit-down restaurants, boutiques and service providers from repair shops, to veterinarians, to grooming parlors for men and women, event producers and others. Also among investors: civic and social clubs, and faith-based institutions.

Sections of the Guide will address the Town's Comprehensive Plan, applicable portions of the Town's Land Development Regulations, and opportunities identified by the CRA and Town's Visioning Plans. The Guide will help prepare investors for future opportunities. Its preparation will also prepare the Workshop.

One section will present case studies of how existing trails comparable in length to the Palatka-to-St. Augustine State Trail have transformed moribund downtowns. Additionally, it will examine one or more rural loops of comparable length and character.

By way of explanation, preparation of the Guide will require not just the research of plans and regulations. It will call for interviews with many institutions and parties of interest. These interviews will include a poll of current investors in Hastings and in the wider Hastings community (governmental, commercial, social, cultural), of contemplated investments, and of what it will take to stimulate larger investments.

A monthly digital newsletter will include a running account of interviews, polls and media communications.

### **Investors Workshop**

Deliverable: Copy of Workshop Advertisement  
Copy of Workshop Agenda

Due Date: March 31, 2018

Budget Amount: \$ 5,000

- Fleet & Associates Architects/Planners, Inc. (Contracted Services) \$ 2,500
- Herbert Lewis Hiller (Contracted Services) \$ 2,500

The interviews conducted in preparing the Guide will shape the Workshop. Presenters and their content will be authoritative about the wider Hastings community and the impact the trail opening can have on the redevelopment of the Town of Hastings.

The Workshop will "test drive" the Guide. It will bring together stakeholders and other motivated citizens. The Workshop will position the Celebration as a redevelopment surge.

Although the focus will be on economic development, the Workshop is also meant to make redevelopment credible to citizens. It's meant to empower belief that the trail represents a force un beholden to institutions that may have disappointed the citizenry during the town's years of decline or that form along politically partisan lines. The trail introduces an undeniably new factor into the Hastings equation. Almost to a person, those who come to ride the trail between Palatka and Vermont Heights will show up without pre-existing positions about anything in Hastings. Their outlook about the town is ripe for forming. A *charrette* should be considered, and funds for it raised.

### **Preparation for the Celebration**

Deliverable: Details of Celebration Plans

- Programs
- Responsibility
- Funding
- Promotion

Due Date: May 31, 2018

**Budget Amount: \$ 5,000**

- **Fleet & Associates Architects/Planners, Inc. (Contracted Services) \$ 2,500**
- **Herbert Lewis Hiller (Contracted Services) \$ 2,500**

Two certainties bracket the economic development potential of this grant.

- One is embedded in the Town of Hastings Comprehensive Plan, where objectives call for: working with public and private partnerships to retain small town character while pursuing growth and urban redevelopment especially in the downtown CRA, the spine of which is Main Street; and developing opportunities latent in the rail-trail that will pass through downtown.
- The second certainty is that in the latter half of 2018, the aforementioned rail-trail will reach downtown Hastings, where it will cross Main Street as part of the St. Johns River-to-Sea Loop.

The Celebration in the second half of 2018 requires the conduct of interviews, polls and ongoing outreach outlined in the first two sections of this grant. Meanwhile, a different outreach also needs to be in play. This is to align parties that have an interest in the tri-step process to succeed. Their participation is critical to the success of the Celebration. It is anticipated that the following entities will participate in the planning and execution of the programs/events of the Celebration:

- **Bicycling and trails community**
  - Florida Greenways and Trails Council
  - Florida Bicycle Association
  - Bike Florida, Inc.
  - North Florida Bicycle Club
  - Putnam Blueways & Trails
  - VeloFest Community Initiative (St. Augustine)
- **Equestrian Community**
  - St. Johns County Horse Council
- **County Governments**
  - St. Johns County
  - Flagler County
  - Putnam County
  - Volusia County
  - Brevard County
- **Municipal Governments**
  - Hastings
  - St. Augustine
  - St. Augustine Beach
  - Palatka
  - Crescent City
  - Palm Coast
- **Destination marketing organizations/Chambers of Commerce.**
  - Convention & Visitors Bureaus
  - Chambers of Commerce



- Media
  - St. Augustine Record Newspaper
  - Old City Life Magazine
  - Edible Northeast Florida Magazine
- Nonprofits
- Sponsors/donors
  - To fund items requiring additional costs, such as a physical countdown marker to the 2018 trail opening celebration.

Completion of the preparations outlined above, made possible by this grant, will make every effort to deliver the following outcomes:

- A trail Celebration turnout of between 2,500 and 4,000 people.
- A surge in investment inquiries and housing inquiries, especially aimed at knowledge workers.
- An upturn in jobs and entrepreneurships.
- Citizen awareness of a new civic day dawning.
- Use of the trail by bicyclists commuting to eastern Putnam County workplaces, alongside those that simply use the trail for safe outdoor exercise or horseback riders out for a trail ride.
- A reputation for Hastings of hospitality toward trail users.
- More trail events, e.g., more 5Ks, *plein aire* art events, food demonstrations, use of the former Hastings Potato Exchange as an event venue.
- Volunteer beautification of the trail with art and wildflower plantings.
- Trail-side food and craft sales.
- Appropriate message-making at the Cora C. Harrison Preserve Trailhead that invites people to visit Main Street.

This summary conservatively estimates the range of positive changes that the opening of the trail will cause. Opportunities will expand once the initiative is underway.

Your favorable consideration of this proposal would be greatly appreciated. If you have any questions or require additional information, please do not hesitate to contact the Town's Planning Consultant, Robert Fleet, at (904) 666-7038 or via email at [bfleet@fleetarchitectsplanners.net](mailto:bfleet@fleetarchitectsplanners.net).

Sincerely,



Shelby E. Jack  
Town Manager/Clerk, CMC



532 W. Florence Avenue  
Deland, Florida 32720

June 21, 2017

Ms. Shelby E. Jack  
Town Manager, CMC  
Town of Hastings  
6195 S. Main St. Ste. A  
Hastings, Florida 32145

Dear Ms. Jack,

The St. Johns River-to-Sea Loop Alliance deeply supports completion of the five-county 260-mile St. Johns River-to-Sea Loop and opportunities for locally resourceful development along its route. Our first development project is the creation of an agritourism corridor within the FDACS-denominated Tri-County Agricultural Area. We are greatly motivated by the willingness of the Town of Hastings and many regional institutions to support this endeavor, including the St. Johns, Putnam and Flagler County Boards of County Commissioners, tri-county Extension offices, the North Florida Land Trust, the Putnam County Fair, the Florida Agricultural Museum and Bike Florida among others.

The Alliance fully supports submission by the Town of Hastings of a DEO Competitive Florida Economic Development Project Grant that will take advantage of opportunities generated by completion of the Palatka-to-St. Augustine State Trail (a portion of the Loop) through downtown Hastings. This section of the Loop will provide an uninterrupted trail of some 22 miles between the Heritage Crossroads Trailhead in Vermont Heights and East Palatka including a connecting trail into downtown Palatka. The Town of Hastings, its residents and surrounding community stand to derive substantial benefits.

Sincerely,

Marguerite Ellen Ardito  
President, St Johns River-to-Sea Loop Alliance



Club of Hastings

President: Nancy Quatrano  
Past Pres/Treasurer: Karen Frenz

HASTINGS ROTARY CLUB  
PO BOX 38  
HASTINGS, FL 32145



Club of Hastings

Secretary/Pres-Elect: Nancy Quatrano  
Director: Mike McManus

Town of Hastings  
6195 S. Main Street, Suite A  
Hastings, FL 32145

Attn: Ms. Shelby E. Jack, Town Manager

Re: Grant for St. Johns River-to-Sea Loop Alliance

Dear Ms. Jack,

Hastings Rotary is aware that the nonprofit, tax-exempt St. Johns River-to-Sea Loop Alliance is the leading advocate for the five-county, 260-mile multi-use trail that includes the Palatka-to-St. Augustine State Trail.

We are very excited to see that the town is working with the (SJR2C) Alliance to support locally resourceful economic development along its entire route. The St. Johns County Fairgrounds, produce stands, a corn maze, a country store, pub, and events venue were already in place when this idea was formulated.

We've learned that the Alliance wants to focus a program to celebrate completion of the Loop through downtown Hastings early in 2018! That celebration would take place right here in Hastings.

Developing the implementation and management plan for the launch, corridor economics and the trails in this area is vital to the sustainability of the gains made this year with the bicycle and equestrian tours.

Accordingly, Hastings Rotary is committed to supporting economic growth in the area and we welcome the work of the Alliance and the Town of Hastings in the regional effort to maintain a viable regional farming economy through southwest St. Johns County.

Sincerely

*Nancy L. Quatrano*

Nancy L. Quatrano  
President, Rotary Club of Hastings

**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and **St. Johns County, Florida** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**I. GRANTEE AGREES:**

**A. Performance Requirements:**

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

**B. Type of Agreement:**

This Agreement is a **cost reimbursement** agreement.

**C. Agreement Period:**

The term of this Agreement begins on February 28, 2018 and shall end on June 30, 2018. DEO shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee's satisfactory performance of all duties and obligations hereunder, as determined by DEO at DEO's sole and absolute discretion.

**D. Agreement Payment:**

DEO shall pay to Grantee up to **Thirteen Thousand Five Hundred dollars and zero cents (\$13,500)** in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement. In accordance with 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

**E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):**

1. Grantee 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, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work, attached hereto and incorporated herein.
5. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the Scope of Work in accordance with the "Minimum Level of Service" or "Performance Measures"; and (2) gives Grantee written notice of same.
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified in Attachment 1, Scope of Work, attached hereto and incorporated herein.
9. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

**F. Governing Laws of the State of Florida:**

1. Grantee agrees that this Agreement 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 Agreement. 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 Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

## Agreement # P0292

3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee 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, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.
4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. 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. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 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 an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement 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 Grantee, supplier, subcontractor or consultant under an agreement 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.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement 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 this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Disclosure of Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state

funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee'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.

#### 8. Mandatory Disclosure Requirements:

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or (4) engaged in business operations in Cuba or Syria.
  - 1) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement..
  - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (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 Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.
  - 3) 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.
- c. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
  - 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;

- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

**9. [Intentionally Omitted.]**

**10. Information Release:**

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's public records coordinator, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's public records coordinator, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the



record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.

- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**11. Funding Requirements of Section 215.971(1), F.S.:**

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).
- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures 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 Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, the deliverable for which payment is sought, a statement that the deliverable has been completed, and the invoice period. DEO or the State may require any additional information from Grantee that 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.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement 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 section 215.422, F.S., Rule 69I-24, F.A.C., and section 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 Scope of Work specifies otherwise. DEO 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 Grantee 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 Agreement.
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:**

Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**I. Return or Recoupment of Funds:**

1. Grantee shall refund to DEO any overpayments due to unearned or disallowed funds under this Agreement as follows: (a) when Grantee or its independent auditor discovers that an overpayment, Grantee shall automatically repay to DEO such overpayment no later than 40 calendar days after each such overpayment; or (b) when DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 40 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." 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 40 calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement 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 Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO 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 Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee 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 Agreement.

3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subgrantee subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

**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 Grantee 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 Grantee during the Agreement term; and,
  - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

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

**M. Duty of Continuing Disclosure of Legal Proceedings:** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., the provisions of this section are not applicable)

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee'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. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and,
  - b. Grantee 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. Grantee shall not assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. Grantee, at its

expense, will defend DEO against all subcontractors' claims of expenses or liabilities incurred under subcontracts.

3. Grantee shall only use properly trained technicians who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under the Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under the Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents 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 administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.
4. Upon prior written notice of same to Grantee, Grantee shall not object to any of the State of Florida's assignment or transfer of its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each subcontractor within 7 working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one 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 15% of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, 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's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. [Intentionally Omitted.]

P. **Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of

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\$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**Q. Requirements Applicable to the Purchase of or Improvements to Real Property:**

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**R. Information Resource Acquisition:**

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

**S. Insurance:**

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

Upon execution of this Agreement, Grantee 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 Agreement, Grantee 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, Grantee 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. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies:

**1. Grantee's Commercial General Liability Insurance:**

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. 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:**

Grantee, at all times during the Agreement, 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 Agreement, 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 Agreement work.

**3. Other Insurance:**

During the Agreement term, Grantee 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. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement 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 Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), 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 Agreement.
6. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's 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 Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.
7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. "Breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**U. Warranty of Ability to Perform:**

Grantee 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 Grantee's ability to satisfy its Agreement obligations. Grantee 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. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**V. Patents, Copyrights, and Royalties:**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. 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 Agreement, Grantee 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.
3. Where activities supported by this Agreement 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. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with 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. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

**W. Independent Contractor Status:**

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee 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 Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, 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 Agreement.
3. Grantee 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 Grantee, 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 Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. Electronic Funds Transfer:**

Grantee 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 Agreement. Copies 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](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

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

**II. GRANTEE AND DEO AGREE:****A. Renegotiation or Modification:**

If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify the Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

**B. Time is of the Essence:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work, and shall be strictly construed.

**C. Termination:****1. Termination Due to the Lack of Funds:**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

**2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; 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. Grantee 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 Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:**

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee 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 Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee'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 Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee 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 Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee 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, Grantee 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 Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee 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. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee 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 Grantee, retain such monies from amounts due Grantee 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 Grantee or its affiliates to the State against any payments due Grantee under any Agreement 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 Agreement 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 Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee 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 Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'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 Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement 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, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee 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 Agreement quantity; or (3) terminate the Agreement in whole or in part.

**H. Severability:**

If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, in whole or in part, then 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.

**I. Authority of Grantee's Signatory:**

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**J. Execution in Counterparts:**

This Agreement 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 Grantee and DEO Contacts:**

**DEO's Agreement Manager:**

Joshua Askey  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399  
Telephone: (850) 717-8506  
Fax: (850) 717-8522  
Email: [Joshua.Askey@deo.myflorida.com](mailto:Joshua.Askey@deo.myflorida.com)

**Grantee's Agreement Manager:**

Wil Smith, Director  
St. Johns County Park and Recreation Department  
St. Johns County Board of County Commissioners  
2175 Mizell Road, St. Augustine, FL 32080  
Telephone: (904) 209-0324  
Email: [wsmith@sjcfl.us](mailto:wsmith@sjcfl.us)

In the event that any of the information provided in Section II.K. changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

**L. Notices:**

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**M. Attachments and Exhibits:** Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1: Scope of Work**
  - Attachment 1-A – Invoice: Grantee Subcontractor(s) (Contractual Services)**
  - Attachment 1-B – Invoice: Grantee's Employee(s)**
  - Attachment 1-C – Invoice: Combination of Grantee Subcontractor(s) and Grantee's Employee(s)**
  - Attachment 1-D – Grant Agreement Final Closeout Form**
- **Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements**
- **Attachment 3: Audit Compliance Certification**

**N. Execution:**

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

*-Remainder of Page Intentionally Left Blank-*



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 Agreement by their undersigned officials duly authorized.

**ST. JOHNS COUNTY, FLORIDA**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By

\_\_\_\_\_  
Signature  
Michael D. Wanchick, County  
Administrator

By

\_\_\_\_\_  
Signature  
Julie Dennis, Director

\_\_\_\_\_  
St. Johns County

\_\_\_\_\_  
Division of Community Development

Date

\_\_\_\_\_

Date

\_\_\_\_\_

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: \_\_\_\_\_

## Attachment 1

## SCOPE OF WORK

1. **GRANT AUTHORITY.** This Competitive Florida Partnership Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2224R, Chapter 2017-70, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** On February 28, 2018, the Town of Hastings, Florida was officially dissolved in accordance with state law and became an unincorporated part of St. Johns County (Grantee). As part of the Grantee's absorption of Hastings, the Grantee is looking to develop and implement a strategy to create a renewed identity going forward for the area formerly known as Hastings. Part of this strategy is the inclusion of the downtown of former Hastings in the Celebration of the St. Johns River-to-Sea Loop Trail (SJR2C Loop) since Hastings will serve as a trailhead for the Palatka to St. Augustine Corridor of the SJR2C Loop. The Grantee will complete an Investors' Guide, hold an Investors' Workshop, and prepare for the SJR2C Loop Celebration through the downtown of former Hastings.

The purpose of this Project is to enable the Grantee to perform an inclusive strategic economic development exercise that utilizes an asset based approach.

3. **GRANTEE RESPONSIBILITIES:** To perform the work and timely provide DEO with the deliverables identified in this paragraph and the table in paragraph 5 below pursuant to the terms of this Agreement.
  - A. **Deliverable 1: Investors' Guide**

Grantee shall create an Investors' Guide for the Hastings area with a focus on renewed economic activity spurred from the SJR2C Loop Trail. The Guide will include and address preparing investors for future opportunities and for the Investors Workshop.
  - B. **Deliverable 2: Investors' Workshop**

Grantee will hold an Investors' Workshop. The intent of the workshop is to begin utilizing the Investors' Guide by bringing together stakeholders and citizens focusing on the impact of the SJR2C Loop Trail on the Hastings area community. The Workshop will position the SJR2C Loop Trail Celebration as a surge for economic development.
  - C. **Deliverable 3: SJR2C Loop Trail Celebration Preparation and Competitive Florida Partnership Symposium**

Grantee will prepare for the SJR2C Loop Trail Celebration which is to be held later in 2018 when the SJR2C Loop Trail through the Hastings area is opened. Preparation for the celebration will include plans for programs, responsibilities, funding and promotion for the celebration. Grantee will provide at least one representative to attend the annual Competitive Florida Partnership Symposium to present the results of the work that the Grantee completed through Competitive Florida grant funding. The date and location of the symposium are to be determined and Competitive Florida staff will provide details to the Grantee at least thirty (30) days in advance.

- D. Perform the tasks as defined in the Agreement and Scope of Work.
- E. Provide documentation for all work associated with the Project as outlined in the Scope of Work.
- F. Submit invoices in accordance with the requirements stated in Section 5 of the Scope of Work.

**4. DEO RESPONSIBILITIES:** Throughout the term of this Agreement, DEO shall:

- a) Monitor the ongoing activities and progress of Grantee, as DEO deems necessary, to verify that all activities are being performed in accordance with the terms of this Agreement;
- b) Perform Agreement management responsibilities as stated herein;
- c) Reply to reasonable inquiries pursuant to the Agreement;
- d) Review Grantee's invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- e) Maintain paper or electronic copies of all documents submitted pursuant to this Scope of Work.

**5. DELIVERABLES:** The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment: Cost Reimbursement Amount	Financial Consequences
<p><b>1. Create an Investors' Guide</b> in accordance with Section 3.A. of this Scope of Work.</p> <p><b>Deliverable due date:</b> June 1, 2018</p>	<p>Completion of an Investors' Guide for the Hastings area.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ol style="list-style-type: none"> <li>1. A copy of the Investors' Guide and any supplementary materials.</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>	Not to exceed \$4,500.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.
<p><b>2. Hold an Investors' Workshop</b> in accordance with Section 3.B. of this Scope of Work.</p> <p><b>Deliverable due date:</b> June 1, 2018</p>	<p>Completion of an Investor's Workshop.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ol style="list-style-type: none"> <li>1. Copies of materials related to the workshop including advertisements,</li> </ol>	Not to exceed \$4,500.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial

	<p>invitations, agendas, and attendance records for the workshop.</p> <p>2. Documentation of the results of the workshop.</p> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>		<p>consequences, as set forth in paragraph 9 of this Scope of Work.</p>
<p><b>3. Prepare for SJR2C Loop Trail Celebration and attend Competitive Florida Symposium in accordance with Section 3.C. of this Scope of Work.</b></p> <p><b>Deliverable due date:</b></p> <p>June 1, 2018</p>	<p>Grantee will prepare for the SJR2C Loop Trail Celebration and participate in the Competitive Florida Partnership Symposium.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ol style="list-style-type: none"> <li>1. A plan for the SJR2C Loop Trail Celebration.</li> <li>2. A representative of St. Johns County in attendance at the annual Competitive Florida Partnership Symposium; date/location TBA; and</li> <li>3. The presentation given at the Competitive Florida Partnership Symposium.</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>	<p>Not to exceed \$4,500.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>
<p><b>Total cost not to exceed: \$13,500</b></p>			

**6. COST SHIFTING:** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

**7. INVOICE SUBMITTAL AND PAYMENT:**

DEO may disburse funds under this Agreement in accordance with the following schedule in the amount(s) identified per deliverable in paragraph 5 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11 of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project.

Subject to the terms and conditions of this Agreement, invoices for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachment 1 herein, an electronic copy of which shall be provided by DEO to the Grantee.**

Grantee shall provide one (1) invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, Grantee name and address, federal employer identification number, the Agreement number, invoice number, date of invoice, dates of services, deliverable number, description of task and amount being requested (See Attachment 1).

The following documents shall be submitted with the itemized invoice:

**a. For Tasks Performed by a Subcontractor:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in the Scope of Work of this Agreement;
2. Copies of invoices submitted to Grantee by the Subcontractor; and,
3. Proof of payment of invoices from the Subcontractor to Grantee for tasks performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

**b. For Tasks Performed by Grantee's Employees:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in the Scope of Work of this Agreement. Copies of invoices submitted to Grantee by the Subcontractor.
2. Identification of Grantee's employees who performed tasks under this Agreement and, for each such employee:
  - The percentage of the employee's time devoted to tasks under this Agreement or the number of total hours each employee devoted to tasks under this Agreement.
  - Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.
  - If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
3. Invoices or receipts for other direct costs.
4. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

8. **REVIEW AND ACCEPTANCE OF DELIVERABLES.** Deliverables shall be reviewed by DEO for sufficiency under this Agreement. Written notice of DEO's determination that the deliverable is sufficient or is not sufficient under this Agreement shall be provided to Grantee's Agreement Manager by U. S. Mail or electronic mail no later than fifteen (15) business days after receipt of the deliverable. The deliverable amount specified in paragraph 4 above does not establish the value of the deliverable.
9. **FINANCIAL CONSEQUENCES.** Failure to complete a deliverable or provide DEO with a deliverable that DEO determines is sufficient under the Scope of Work no later than five (5) business days after the due date shall result in a financial consequence of \$50 per business day, up to a maximum of \$500, until the deliverable is received by DEO.
10. **VERIFICATION OF EXPENDITURES; GRANT CLOSEOUT:** Section 215.971(2)(c), F.S., requires that DEO's Agreement Manager reconcile and verify all funds received against all funds expended during the Agreement Period and produce a final reconciliation report. To facilitate preparation of a final reconciliation report, Grantee shall provide DEO's Agreement Manager with documentation to support the payment requests submitted under this Agreement, along with the Grant Closeout Form attached hereto as Attachment 1-D (an electronic copy of which shall be provided by DEO to the Grantee), no later than sixty (60) days after the expiration or termination of this Agreement.
11. **SUBCONTRACTS.** In accordance with Section I.N.1., and subject to the terms and conditions in Sections I.N.2. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.
12. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.
13. **REQUIREMENT TO SUBMIT PRELIMINARY DRAFT DELIVERABLES TO DEO; DEO REVIEW AND COMMENT.** Unless waived in writing by DEO, Grantee shall submit preliminary drafts of all written deliverables to DEO for review and comment no later than ten (10) calendar days before the deliverable due date. Grantee is not required to submit to DEO preliminary drafts of notices of public hearings, agendas, meeting notes, and public meeting sign-in sheets that may be required under paragraph 4 above. DEO shall provide any written comments on each preliminary draft to Grantee no later than five (5) calendar days before the deliverable due date. The deliverable submitted to DEO for payment shall address any DEO comments on the preliminary draft deliverable. For the purpose of this Agreement, DEO's review of a preliminary draft document is not a review under the Community Planning Act. DEO's review and comments will be based on the requirements of the Community Planning Act and sound planning principles.
14. **LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements

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in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material previously prepared or prepared by another author. At the option of the Grantee, copies of relevant documents may be appended to documents submitted to DEO for payment.

- 15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding section II.A of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:
- a. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO's Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested);
  - b. A request for extension must state the reason for the extension; and
  - c. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding Sections I.F.6., **Advertising**, and I.F.10., **Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.
- 18. NON-DISCRIMINATION.** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
- 19. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:
- a. Stop work under this Agreement on the date and to the extent specified in the notice,

- b. Complete performance of such part of the work as shall not have been terminated by DEO,
- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest, and
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

*- Remainder of Page Intentionally Left Blank -*



Attachment 1-A – Invoice: Grantee Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE NAME: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_

FEIN: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Ledio Hysi  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p>Dates of Service: _____</p> <p>Deliverable _____ Completed:                      [copy description of the deliverable from Scope of Work, paragraph 3]</p> <p><u>Category expenditures:</u></p> <p>Contractual Services</p>	<p>\$__</p>
<p><b>TOTAL</b></p>	<p>\$__</p>

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE NAME: \_\_\_\_\_  
 FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
 INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Ledio Hysi  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p>	
<p><b>Deliverable _____ Completed:</b>                      [copy description of the deliverable from Scope of Work, paragraph 3]</p>	
<p><u>Category expenditures:</u></p> <p>Salaries \$ _____                      Fringe Benefits \$ _____                      Travel \$ _____                      Postage \$ _____                      [other direct costs: identify them] \$ _____</p>	
<p><b>TOTAL</b></p>	<p>\$ _____</p>

Attachment 1-C – Invoice: Combination of Grantee Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE NAME: \_\_\_\_\_  
 FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
 INVOICE DATE: \_\_\_\_\_


Agreement No.: \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Ledio Hysi  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p>	
<p><b>Deliverable _____ Completed:</b>                      [copy description of the deliverable from Scope of Work, paragraph 3]</p>	
<p><u>Category expenditures:</u></p>	
<p>Contractual Services</p>	<p>\$ _____</p>
<p>Salaries</p>	<p>\$ _____</p>
<p>Fringe Benefits</p>	<p>\$ _____</p>
<p>Travel</p>	<p>\$ _____</p>
<p>Postage</p>	<p>\$ _____</p>
<p>[other direct costs: identify them]</p>	<p>\$ _____</p>
<p><b>TOTAL</b></p>	<p>\$ _____</p>

Attachment 1-D – Grant Agreement Final Closeout Form

<b>Rick Scott</b> GOVERNOR	 <b>DEO</b> FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY	<b>Cissy Proctor</b> EXECUTIVE DIRECTOR			
<b>Grant Agreement Final Closeout Form</b>					
FLAIR Contract ID: _____					
Recipient Name: _____	Contract Amount _____	50.00			
Vendor ID: _____	Deobligated Funds _____	50.00			
Contract End Date: _____	Final Contract Amount _____	50.00			
<b>Section A: Financial Reconciliation</b>					
1. Total Recipient Funds Received from DEO	50.00				
2. Total Recipient Expenditures	50.00				
3. Balance of Unexpended Program Income (from Section B)	50.00				
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	50.00				
<b>Section B: Statement of Recipient Income</b>					
<input type="radio"/> There was no recipient income earned under this contract. <input checked="" type="radio"/> The following recipient income was earned under this contract.					
<b>Description of Recipient Income</b>					
Source	Amount	Expended	Balance		
<b>Total Program Income</b>	<b>50.00</b>	<b>50.00</b>	<b>50.00</b>		
<b>Section C: Property Inventory Certification</b>					
<input type="radio"/> No tangible property was purchased in the contract period. <input checked="" type="radio"/> All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
<b>Description of Property Inventory</b>					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		
<b>Section D: Recipient Certification</b>					
By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.					
Name: _____			Signature: _____		
Title: _____			Date Signed: _____		
<b>Section E: DEO Internal Review and Approval</b>					
By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income and Property Inventory are true and accurate.					
Name: _____			Signature: _____		
Title: _____			Date Signed: _____		
Date Updated: September 29, 2015					

## ATTACHMENT 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, 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 DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff 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 (CFO) 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 2 CFR Part 200, as revised.

1. In the event that the recipient expends \$750,000 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 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO 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 DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, 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 F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, 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 the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR

200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

**PART II: STATE FUNDED** This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), 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 DEO 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 DEO, other state agencies, and other non-state 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(8), 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 \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), 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 \$750,000 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 nonstate 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. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

**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.)*

N

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

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

A. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and 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 DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

**FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the Grantee represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: If the resources awarded to the Grantee represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

N/A

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Grantee to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Grantee must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

**STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*NOTE: If the resources awarded to the Grantee for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.*

Federal Program

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*NOTE: If the resources awarded to the Grantee represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.038 – DIVISION OF COMMUNITY DEVELOPMENT - \$13,500**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.
2. N/A
3. N/A

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by DEO for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

NOTE: Title 2 C.F.R. § 200.331, as revised, and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

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**ATTACHMENT 3  
Audit Compliance Certification**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?  
 Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative