

RESOLUTION 2020- 326

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AWARD AGREEMENT R2104; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AWARD AGREEMENT R2104 ON BEHALF OF ST. JOHNS COUNTY, FLORIDA; APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF THE UNIVERSITY OF FLORIDA MASTER RESEARCH AGREEMENT AGR00017687; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE UNIVERSITY OF FLORIDA MASTER RESEARCH AGREEMENT ON BEHALF OF ST. JOHNS COUNTY, FLORIDA.

WHEREAS, the Florida Department of Environmental Protection, through the Florida Resilient Coastlines Program will provide financial assistance aimed at preparing coastal Florida communities for current and future effects of rising sea levels including coastal flooding, erosion, and ecosystem changes. The purpose of the Resilience Planning Grants is to promote community resilience planning, vulnerability assessments, address adaptation plans, and comprehensive plan goals, objectives, policies, regional coordination, along with environmental justice; and

WHEREAS, the St. Johns County Board of County Commissioners authorized the submittal of the grant application on September 17, 2019; and

WHEREAS, the St. Johns County Board of County Commissioners authorized County staff to prepare the Grant application identifying the University of Florida as the subcontractor to fulfill the requirements of the Florida Department of Environmental Protection's Resilient Coastlines Program grant; and

WHEREAS, on July 23, 2020, the County was notified by the Florida Department of Environmental Protection that the County was awarded a Florida Resilient Coastlines Program Grant R2104 in the amount of \$70,000.00 for the North Beach Project Area Community Resilience Planning project; and

WHEREAS, the Department of Environmental Protection has sought to enter into a Grant Award Agreement R2104 with the County; and

WHEREAS, the County seeks to enter into a Master Research Agreement AGR00017687 with the University of Florida to complete the requirements of the Florida Resilient Coastlines Program Grant R2104; and

WHEREAS, the St. Johns County Administrator needs the approval of the Board of County Commissioners, prior to the execution of the Florida Resilient Coastlines Program Grant Award Agreement R2104 and University of Florida Master Research Agreement AGR00017687;

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

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 authorizes the County Administrator, or designee, to execute the Grant Agreement R2104 with the Florida Department of Environmental Protection for the Resilient Coastlines Program grant.

Section 3. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute the Master Research Agreement AGR00017687 with the University of Florida to complete the requirements of the Florida Department of Environmental Protection Resilient Coastlines Program grant.

Section 4. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute any other paperwork necessary or associated with the Florida Resilient Coastlines Program Grant R2104 and the University of Florida Master Research Agreement AGR00017687.

Section 5. To the extent that there are 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 with subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of September, 2020.

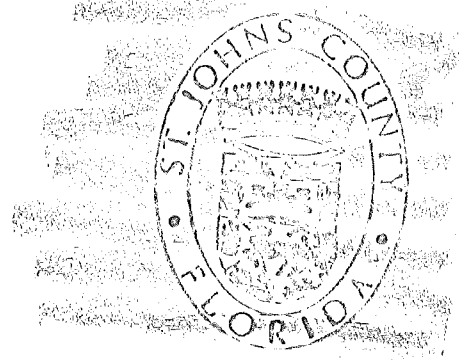
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: [Signature]
Deputy Clerk

RENDITION DATE 9-3-2020



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000
Grantee Name:	(Department)
Grantee Address:	Entity Type:
	FEID:
	(Grantee)

3. Agreement Begin Date:	Date of Expiration:
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s):
Project Description:	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any:

6. Department's Grant Manager Name: _____ Address: _____ _____ Phone: _____ Email: _____	or successor	Grantee's Grant Manager Name: _____ Address: _____ _____ Phone: _____ Email: _____	or successor
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing initial funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. 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, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten 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) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE 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. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with 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 Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. 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 Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department 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. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in 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 it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department'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 Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. R2104**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is going to conduct a community/neighborhood-scale vulnerability analysis for the North Beach Project Area in St. Johns County. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:
\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000 Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R2104**

ATTACHMENT 3

I. TITLE PAGE

1. **PROJECT TITLE:** Community Resilience Planning

2. **GRANTEE Contact Information:**

Organization Name: St. Johns County, Florida

Name of Authorized Signer: Hunter S. Conrad

Title: St. Johns County Administrator

Address: 500 San Sebastian View, St. Augustine

County: St. Johns County

Zip Code: 32084

Area Code and Telephone Number: 904/ 209-0530

E-mail Address: hconrad@sjcfl.us

3. **GRANT MANAGER Contact Information:**

Organization Name: St. Johns County

Name: Jan P. Brewer

Title: Environmental Division Manager

Address: 4040 Lewis Speedway, St. Augustine

County: St. Johns County

Zip Code: 32084

Area Code and Telephone Number: 904/209-0617

E-mail Address: jbrewer@sjcfl.us

4. **FISCAL AGENT Contact Information:**

Organization Name: St. Johns County

Name: Dania Borrero

Title: Accountant

Address: 4010 Lewis Speedway, St. Augustine

County: St. Johns

Zip Code: 32084

Area Code and Telephone Number: 904/819-3600 ext. 4546

E-mail Address: dborrero@sjcfl.us

5. FEID No. (a.k.a. Tax ID#): 59-6000825 Seq No. 057

6. WORK PERFORMED BY: (Select only one)

- Grantee ONLY
 Subcontractor ONLY
 BOTH the Grantee & Sub-Contractor
 To Be Determined

7. SUBCONTRACTORS CONTACT INFORMATION:

Organization Name: UF|IFAS Program for Resource Efficient Communities

Name: Pierce Jones, PhD

Title: Professor & Director, Program for Resource Efficient Communities

Address: University of Florida, PO Box 110940, Gainesville

County: Alachua

Zip Code: 32611

Area Code and Telephone Number: 352.392.5684

E-mail Address: piercejones@ufl.edu

8. PROJECT LOCATION:

The Project Area is the Coastal North Beach of St. Johns County from South Ponte Vedra Beach to Porpoise Point on the north shore of the St. Augustine Inlet.

A. List of County(ies): St. Johns County

B. List of County(ies)/Town(s)/Village(s): St. Johns County, South Ponte Vedra Beach / Vilano Beach

C. State Lands Lease Agreement Number(s): N/A

Provide lease agreement number(s) for any work that will be performed on State Lands. If work will not be on any state lands, please indicate N/A.



Figure 1 Project Area

II. WORK PLAN

9. **PROJECT SUMMARY:** The Project Team proposes to conduct a community/neighborhood-scale vulnerability analysis for the North Beach Project Area in St. Johns County. This analysis will utilize data from locally relevant sea-level rise (SLR), frequent or “nuisance” flooding, projected storm surge areas, and, the FEMA-identified 100- and 500-year Special Flood Hazard Area (SFHA) coastal flood zones. Supplemental data layers will include vulnerable population location and demographics, available land use, building characteristics, stormwater and other public infrastructure. Potential strategies to address and mitigate the identified flood hazard vulnerabilities and enhance community resiliency, will be summarized and presented for public review and comment at County-sponsored workshops.

By including the marsh area along the Intracoastal Waterway, and evaluating social vulnerability, this Project builds on, and expands the focus of a 2017 coastal storm risk management project undertaken by the Jacksonville District of the U.S. Army Corps of Engineers. That effort focused on the effects of ocean shoreline erosion on habitat, infrastructure, recreation, and storm mitigation.

10. **PROJECT DESCRIPTION:** The Project Team will identify areas and populations vulnerable to coastal flooding based on current and projected inundation hazards, using a location-specific, web-based, mapping and decision-support tool created by the University of Florida (UF). This tool combines the granularity of parcel-level property and building data with high resolution SLR, storm surge, flood zone projections, and social vulnerability data. In addition, publicly-available infrastructure, land use, zoning, and other locally-relevant geo-spatial data will be incorporated to facilitate a complex analysis.

Potential mitigation strategies and policies will be developed to address the identified hazards, consistent with the St. Johns County Comprehensive Plan policies under Objective E.1.3 (Post Disaster Planning, Coastal Area Redevelopment, Sea Level Rise, Peril of Flood, and Hurricane Preparedness) of the Coastal/Conservation Element. These strategies will be summarized and presented for public review and comment at County-sponsored stakeholders’ workshops.

11. **PROJECT NEED AND BENEFIT:**

- A. **Explain the demonstrated need, which the project addresses.** All coastal areas in Florida are vulnerable to extreme weather, SLR, and storm-driven natural hazards. St. Johns County is no exception. This Project will provide potential strategies and supporting data and analysis for County staff and stakeholders to evaluate, discuss, and adopt prospective policies and programs to enhance community resiliency in the face of changing climatic conditions.

The Project Area has increasingly experienced coastal flooding, erosion of Atlantic Ocean beaches, infrastructure impacts, and private property damages. To effectively assist this community in planning for a climate-resilient future requires a comprehensive assessment of flood hazard vulnerabilities. In addition, this Project will provide a template that other communities can employ to evaluate flood hazard vulnerabilities elsewhere in the County and the North Florida Region.

- B. **Explain how the proposed project meets the purpose of one or more of the Goals and Priorities for FRCP.** This Project meets identified requirements in Priority 3, by conducting a vulnerability assessment of the North Beach Project area and developing potential strategies to address identified vulnerabilities. In addition, this Project prepares the County for future efforts to address aspects of Priority 2 by identifying possible Adaptation Action Areas, and Priority 4 by providing strategies and supporting information to foster public education and build public support for resiliency activities through sponsored workshops and outreach activities.

- C. **Discuss how the project is feasible and can be completed by the grant period deadline.** The Project Team—a collaboration among County staff and University of Florida faculty and

researchers—makes this a very practical and achievable Project. UF has experience and familiarity with relevant data, mapping tools, and a history of facilitating stakeholder engagement and advocacy. The Project Team has sufficient support capacity to initiate and complete the proposed Project during the proposed Grant period.

D. Explain how this project is addressing social vulnerability or vulnerability of historic resources or stormwater management systems. The decision-support tool includes a social vulnerability index (SVI) data layer containing information and analysis of Census tract-based socioeconomic characteristics of vulnerable populations. This study provides an opportunity to evaluate social vulnerability and existing data on stormwater management systems at the community or neighborhood scale as a subset of the Census tract level analysis. This will more accurately reflect the degree and location of social vulnerabilities throughout the area of interest. In addition, the methodology serves as a template to apply to other coastal areas within the County and the North Florida Region.

12. DESCRIPTION OF PROJECT OUTCOMES:

Anticipated outcomes include:

- Community refresher on Comprehensive Plan and Peril of Flood legislation and opportunities.
- Parcel-level analysis of housing and flood hazard vulnerabilities within the study area; development of potential strategies to address and mitigate vulnerabilities, and enhance resiliency, including both policy recommendations and potential Adaptation Action Areas.
- Workshops to present identified vulnerabilities, possible strategies, and potential Adaptation Action Areas to foster public participation and gather comments and reactions.
- Final Report; template for vulnerability assessments in other areas of St. Johns County and the North Florida Region.

13. BUDGET SUMMARY: Allowable budget categories and form of payment with the costs for this project are listed in the table below.

BUDGET SUMMARY BREAKDOWN

Budget Categories	Payment	Task 1	Task 2	Task 3	Task 4	Grant Amount Awarded
Salaries & Fringe	Fixed Price	\$0	\$0	\$0	\$0	\$0
Contractual Services	Fixed Price	\$14,000	\$19,000	\$17,000	\$20,000	\$70,000
GRANT AGREEMENT TOTAL		\$14,000	\$19,000	\$17,000	\$20,000	\$70,000

A. Describe how the project costs was determined: Contractor estimates of Project Team time needed to complete tasks.

B. Contractual Services Selection*: Upon a selected Sub-Contractor(s) (if applicable), the Grantee will Provide a signed certification statement giving a description of the procurement process that was utilized for the selection of the sub-contractors. The description must include:

- a. What procurement process was utilized
- b. Justification as to how & why you made your final selection.
- c. For competitively obtained Sub-Contractor also include:
 - i. A list of all entities that you received bids/quotes from,
 - ii. Names and addresses of those entities that provided bids/quotes,
 - iii. Actual amounts of the bids/quotes that were submitted.

14. PROJECT TIMELINE: All tasks are to be completed and submitted no later than the task/deliverable due date listed in the table below. Requests for any change must be submitted prior to the current task/deliverable due date listed in the project timeline. Requests are to be sent via separate email to the Department’s Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Task Amount
1	Vulnerability Assessment	11/30/2020	\$14,000
2	Develop Potential Policy Language and Strategies	01/31/2021	\$19,000
3	Assessment Presentation Workshops	03/19/2021	\$17,000
4	Final Project Evaluation and Report	04/23/2021	\$20,000
Total			\$70,000

15. PERFORMANCE MEASURE: The Grantee will submit all deliverables for each task via **one pdf document** to the Department’s Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The Department’s Grant Manager will review the task/deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

16. CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by 5% for every day that the task/deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

17. PAYMENT REQUEST SCHEDULE: Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that task and must be submitted within 45 days of the task/deliverable due date. Please refer to the [website Grants page](#) for “How to Request Payment”, and “Checklist for Requesting Payment”

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all tasks, and must be submitted within 45 days of the last task/deliverable due date.

18. FUNDING SOURCE: Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logo (which can be found on the Department’s website at <https://floridadep.gov/resilience> or by contacting the Department’s Grant Manager for a copy) and the following statement on, the following language.

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

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

III. TASKS & DELIVERABLES

Task #1

- A. Title:** Vulnerability Assessment
- B. Goal:** Identify, characterize, and delineate places and populations vulnerable to flood hazards from extreme weather events and SLR within the Project Area.
- C. Description:** The Project Team will hold a kick-off meeting to prepare an initial public outreach workshop to review the primacy of the Comprehensive Plan, Florida Statutory requirements, and drivers of responsibility to implement and advance the “Peril of Flood” provisions of F.S. Ch. 163. The Project Team will compile and analyze parcel data (e.g., geography, relevant structure, and value attributes), inundation/hazard data (e.g., SLR, storm surge, flood zones, and flooded lands), social vulnerability index (SVI), and publicly available infrastructure data, along with locally relevant County data layers.
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department’s Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
 - 1) Initial kick-off meeting sign-in sheets, indicating location, date and time of meeting.
 - 2) Agenda and any presentation(s) from the meeting.
 - 3) Brief summary report from the meeting including:
 - a. results from parcel-level inundation analysis of vulnerable housing, infrastructure, places, and populations, and
 - b. Data and analysis-driven visualizations and mapping products to support potential policies to address and mitigate vulnerabilities, and enhance resiliency
 - 4) Report summarizing the compilation and analysis of parcel data, inundation/hazard data, social vulnerability index, publicly available infrastructure data, and locally relevant County data.

Task #2

- A. Title:** Develop Potential Policy Language and Strategies
- B. Goal:** Develop potential policy language and strategies to address and mitigate flooding vulnerabilities and identify potential Adaptation Action Areas to enhance community resiliency.
- C. Description:** The Project Team will use the results of the vulnerability analysis, existing studies, supporting data, and County data layers to identify potential strategies and Adaptation Action Areas to address and mitigate identified vulnerabilities, and rank these locations and strategies for feasibility.
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department’s Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
 - 1) Summary document of potential Adaptation Action Area maps and policy language, and vulnerability strategies.
 - 2) Roadmap for effective presentation and discussion of potential strategies and Adaptation Action Area to foster public engagement with resiliency issues.

Task #3

- A. Title:** Assessment Presentation Workshops
- B. Goal:** To engage and inform stakeholders about Project identified flood hazard risks and vulnerability issues, policy considerations, potential mitigation strategies, and community resilience strategies.
- C. Description:** The Project Team will organize no fewer than two or three (2 or 3) local workshops, depending on logistics and scheduling, to present the results of the vulnerability assessment and suggested strategies for mitigation, engage public and stakeholders in resiliency considerations, and gather feedback to inform the Final Report.
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
 - 1) Copies of all workshop announcements/advertisements
 - 2) Agendas and sign-in sheets from each workshop, indicating location, date, and time of workshop/meeting
 - 3) Presentation materials from each workshop/meeting
 - 4) Brief summary report from each workshop/meeting, including attendee feedback and workshop outcomes
 - 5) Any materials created at each workshop/meeting (as applicable)

Task #4

- A. Title:** Final Project Evaluation and Report
- B. Goal:** Summarize the findings of the flood hazard vulnerability analysis, and the outcomes of the community engagement process, identifying community resilience challenges, suggesting draft policy language, identifying potential Adaptation Action Areas and mitigation strategies.
- C. Description:** The Project Team will produce a Final Report, including a final Project assessment detailing: Project activities, processes, stakeholder feedback, lessons learned, and Project recommendations.
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
 - 1) Final Resilience Planning Project Report detailing: project activities, processes, stakeholder feedback, lessons learned, and project recommendations.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (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 §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If 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 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate 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 June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(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 year ending June 30, 2017, and 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient 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.

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

Note: If the resources awarded to the recipient 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, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2020/2021	37.098	Florida Resilient Coastal Program	\$70,000	100593
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$70,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP 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 amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA RESILIENT COASTLINES PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request the Grantee must provide a copy of acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Florida Resilient Coastlines Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
3. The Department reserves the right to reduce any fixed priced line item payment in the Agreement, Attachment 3, Grant Work Plan, where in the actual costs incurred are more than 5% less than the original budgeted fixed price value set forth in this Agreement.
4. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11, Subcontracting, Attachment 2, and, paragraph 9. c. Contractual Costs (Subcontractors), Attachment 1, Grantee shall provide the following for or all sub-contractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes that is required in Attachment 1, paragraph 9. c.
 - b. A signed certification statement by the Grantee's designated grant manager, indicating the procurement process that was utilized per their entities' policies and procedures, for all sub-contractors. The certification must include a listing of all sub-contractor quotes/bids amounts, with the company name, address, and the details of how/why they made their determinations for those sub-contractors that were selected and utilized for this Agreement.
5. The following replaces paragraph 8. Payment g. Final Payment Request, Attachment 1, Standard Terms and Conditions:
 - a. Final Payment Request. A final payment request must be submitted to the Department no later than fifteen (15) days following the completion of the project or the expiration date of the Agreement to ensure the availability of funds for payment, which ever date comes first.
6. The following replaces paragraph 10, Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Status Reports. The Department may require the Grantee to submit the status report on Exhibit A, Progress Report Form, to the Department's Grant Manager, with every task completion, and submittal of deliverables. The Exhibit A, Progress Report Form, must include a description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date.
 - b. Quarterly Reports. The Grantee shall submit status reports quarterly on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date. Quarterly status reports are due no later than five (5) days following the

completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review required reports submitted by Grantee within thirty (30) days.

- c. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Quarterly Report described above, only in instances where the next quarterly report falls after the project completion date.
7. Attachment 3, Grant Work Plan, 15. Performance Measures shall require that all deliverables and reports submitted to DEP will be Americans with Disabilities Act (ADA) also known as 508 Compliant, in all formats provided.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes.
 - a. The copyright in any work developed under this Agreement.
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
9. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	R2104		
Grantee Name:	St. Johns County		
Grantee Address:	4010 Lewis Speedway, St. Augustine, FL 32084		
Grantee's Grant Manager:	Jan Brewer	Telephone No.:	904-209-0617
Project Title:	Community Resilience Planning		
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)	Report Type: (Select only one)	Quarterly Status Update
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p>			
<u>The following format should be followed:</u>			
<p>Task 1: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p>			
<p>Task 2: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R2104 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RESILIENT COASTLINES PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT C**

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

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

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

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

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

MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.

TASK NO.: Enter the number of the TASK for which you are requesting payment. **NOTE: More than one task may be submitted for payment request. However, Part II and Part III REQUIRE a separate table for each task requesting payment for.**

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

PERFORMANCE PERIOD - Date Range: This is the beginning and ending date of the reporting period requesting reimbursement for. **NOTE: This date can not be before the Grant Execution Date, nor after the Grant End Date.**

GRANT EXPENDITURES SUMMARY SECTION:

Enter the total amount budgeted as approved in Attachment 3 in the "BUDGETED AMOUNT" line.

Enter the amount of this request as approved in Attachment 3 in the "AMOUNT OF THIS REQUEST" line.

Enter the total cumulative amount of this request and all previous payments on the "PAYMENTS RECEIVED" line.

The amount for the "REMAINING AMOUNT" line, will automatically calculate and populate.

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed tasks during the invoice period for which you are requesting reimbursement.

This must be by budget category as in the currently approved budget in Attachment 3 (Project Work Plan), or amendment of your grant Agreement.

Do not claim expenses in a budget category that does not have an approved budget.

Do not claim items that are not specifically identified in the current Budget section of Attachment 3.

NOTE: Shaded areas in tables are auto calculated, and are indicated with "\$ -".

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

REQUIRED BACK-UP DOCUMENTATION FOR EACH TASK REQUESTING PAYMENT FOR:

Completed all parts of Exhibit C showing requested funds for payment - **Parts II & III Not required for Fixed Price Agreements.**

NOTE: Parts II & III have an example line entered in the table. You may delete this line of text out in copied tables for additional tasks.

Completed Exhibit A (Progress Report) showing requested task to be 100% completed, for requested funds.

Copies of all invoices to the Grantee.

Proof of Payment (Copies of canceled checks, front and back, Bank Statement, or EFT verification) - **Not required for Fixed Price Agreements.**

If a sub-contractor was used for any work on the project, a copy of the signed agreement between the sub-contractor and Grantee must be submitted to DEP before payments will be processed.

Other supporting documentation, as needed.

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attach the executed agreement(s) between the Grantee and Sub-contractors (if not previously submitted).

Be sure to attach original invoices to the Grantee, and proof of payment documents.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:		Contractual Services							
Performance Period or Date Completed	Sub-contractor Name	Description of Good/Services Provided	Sub- contractor Invoice Number	Sub- contractor Invoice Date	Amount Paid (Total on the check paid)	Payment Method Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed (Not to exceed task budgeted amount)
<i>1/10/19 - 4/15/19</i>	<i>EXAMPLE - John Smith</i>	<i>Completed Shareholder Meeting 1 and reports</i>	<i>15846</i>	<i>05/01/19</i>	<i>\$ 15,000.00</i>	<i>Check</i>	<i>24589</i>	<i>Cancelled Check</i>	<i>\$ 2,500.00</i>
Contractual Total								\$ -	

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary, Fringe, and Indirect Cost Reimbursement Requests.

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attached timesheets showing hours worked for each task, with the employee name.

Be sure to attached a copy of employee's pay stubs as proof of payment showing employee name and date payment was made.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:										
Salary										
Position Title	Employee Name	Performance Period or Date Completed	Total Hours Worked	Hourly Wage	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
<i>Example</i>	<i>John Doe</i>	<i>1/12/19 - 3/10/19</i>	<i>84.00</i>	<i>\$ 25.00</i>	<i>\$ 3,500.00</i>	<i>3/30/2019</i>	<i>Check</i>	<i>24589</i>	<i>Cancelled Check</i>	<i>\$ 2,100.00</i>
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
TOTAL SALARY										\$ -
Fringe										
Position Title	Employee Name	Performance Period or Date Completed	Fringe Rate (% of Salary)	Fringe Amount	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
<i>Example</i>	<i>John Doe</i>	<i>1/12/19 - 3/10/19</i>	<i>15.00%</i>	<i>\$ 315.00</i>	<i>\$ 450.00</i>	<i>3/30/2019</i>	<i>Check</i>	<i>24589</i>	<i>Cancelled Check</i>	<i>\$ 315.00</i>
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
TOTAL FRINGE										\$ -
Indirect										
Description of Indirect Costs	Performance Period or Dates Utilized	Indirect Rate (%) of Salary & Fringe	Indirect Amount Incurred	Eligible Amount	Amount Claimed					
<i>EXAMPLE - Printing and postage</i>	<i>1/12/19 - 3/10/19</i>	<i>5.00%</i>	<i>\$ 120.75</i>	<i>\$ 120.75</i>	<i>\$ 120.75</i>					
				\$ -	\$ -					
TOTAL INDIRECT					\$ -					

EXHIBIT F

DEP AGREEMENT NO. R2104

Community Resilience Planning

St. Johns County

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Exhibit F, DEP Agreement #: R2104

1 of 4

Final Project Report

Community Resilience Planning

Executive Summary

[Empty box for Executive Summary content]

Methodology

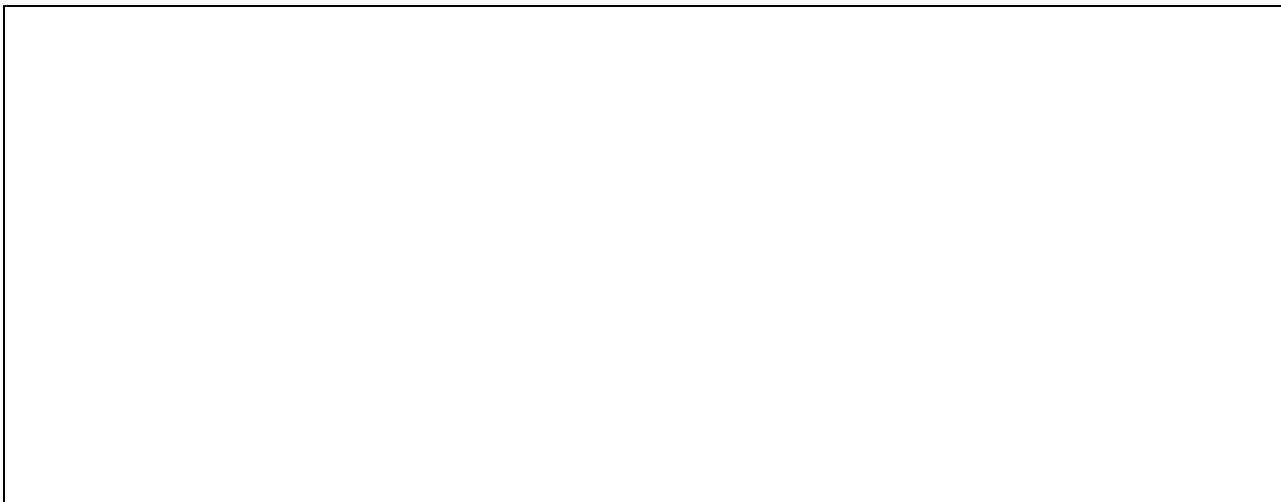
[Empty box for Methodology content]

Outcome

[Empty box for Outcome content]



Further Recommendations



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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

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

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

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

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No. R2104

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

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

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

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

MASTER RESEARCH AGREEMENT

UF Agreement #AGR00017687

THIS MASTER RESEARCH AGREEMENT is entered into as of the date of the last signature on this Master Research Agreement (hereinafter the “Effective Date”) by St. Johns County (“County”/“County Sponsor”), a political subdivision of the state of Florida, with offices located at 500 San Sebastian View, St. Augustine, FL 32084 (hereinafter “County Sponsor”) and the University of Florida Board of Trustees, a public body corporate of the state of Florida with offices at the UF Research Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 (hereinafter “University”), each a “Party” and collectively referred to as the “Parties.” County Sponsor and University agree to the following.

BACKGROUND

University’s research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Master Agreement is aimed to produce results of mutual interest to the University and County Sponsor. Specifically, by advancing the instruction, research, and public service missions of the University and to County Sponsor through the potential to create or enhance technologies to assist in County Sponsor’s development of new products or processes.

ARTICLE 1 - RESEARCH WORK

- 1.1 Research Efforts. University shall use diligent efforts to perform the research that the Parties describe in subsequent Task Orders (hereinafter “TO”) to this Master Agreement (numbered serially), according to the standards of a United States institution of higher education. No TO or any modification to a TO is effective until authorized representatives of both parties have accepted and executed those understandings. Each TO executed under this Master Agreement represents a separate scope of research activity, hereinafter “TO Project”.
- 1.2 Principal Investigator. Each TO shall name an individual who is responsible for the technical performance of the TO Project on behalf of University, hereinafter “Principal Investigator.” If a Principal Investigator ceases to fulfill their duties as a Principal Investigator on an individual TO for any reason, University shall promptly notify County Sponsor, and University and County Sponsor shall use good faith efforts to identify a mutually acceptable replacement Principal Investigator within sixty (60) days from the date such notification is received, failing which University or County Sponsor may terminate the respective TO without consequence to this Master Agreement.
- 1.3 County Sponsor Technical Representative. Each TO shall name an individual who is County Sponsor’s principal representative for consultation and communications with University and the Principal Investigator regarding technical matters that are involved with the TO Project hereinafter “County Sponsor Technical Representative”. County Sponsor may change its County Sponsor Technical Representative upon thirty (30) days’

written notice to University.

- 1.4 Consultation. The County Sponsor Technical Representative may consult informally with the TO Principal Investigator in person, by telephone, or by electronic means regarding the TO Project. University shall provide County Sponsor Technical Representative with reasonable access to University facilities where the TO Project is being conducted, but the Principal Investigator of that TO will determine the exact time and manner of access.

ARTICLE 2 – RECORDS AND REPORTS

- 2.1 Records. The Principal Investigator shall prepare and maintain records containing the Research Results (as defined in Subsection 5.1(b)), including laboratory notebooks, in accordance with customary University practice. During the duration of a TO under this Master Agreement and at the convenience of the Principal Investigator, the Principal Investigator shall provide the County Sponsor Technical Representative with reasonable access to TO-specific records. An authorized representative of County Sponsor shall have the right during the term of the Master Agreement to inspect at reasonable and mutually agreed upon times the progress of any TO and all sites and facilities at which any TO is being performed.
- 2.2 Reports. The Principal Investigator shall deliver written progress reports to the County Sponsor Technical Representative that assess the accomplishments of a TO Project according to the reporting schedule noted in the TO.

ARTICLE 3 - COSTS, BILLINGS, AND OTHER SUPPORT

- 3.1 Each TO will address the following:
 - 3.1.1 Funding. Total Amount of obligated funding to University.
 - 3.1.2 Payment / Invoicing schedule. Fixed price lump sum schedule of payments.
 - 3.1.3 Performance Timelines. TO Performance dates.
 - 3.1.4 Scope of Activity. The University TO Project details.
 - 3.1.5 Reporting and Deliverables.
 - 3.1.6 Technical Representatives. University Principal Investigator and County Sponsor Technical Representative, with contact information.
- 3.2 County Sponsor shall make payments to the University of Florida and remit to:

University of Florida
Revenue Team
Contracts and Grants Accounting Services
33 Tigert Hall

P. O. Box 113001
Gainesville, FL 32611-3001
(352) 392-1235
cgrevenue@admin.ufl.edu

County Sponsor shall include the Master Agreement Identifier UF Agreement #AGR00017687 and the specific TO number on all fiscal payments and correspondence.

3.3 University shall invoice the County Sponsor according to the TO specifics to the following address:

Mr. Hunter Conrad, County Manager
St. Johns County Administration
500 San Sebastian View
St. Augustine, FL 32084

University shall include the Master Agreement Identifier UF Agreement #AGR00017687 and the specific TO number on all invoices and fiscal correspondence.

ARTICLE 4 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY MATERIALS

4.1 Publications.

(a) Policy. Under University policy, University researchers must have the freedom to publish research results in journals, these, or dissertations and present the results at symposia or professional meetings. However, at least thirty (30) days prior to any submission for publication or presentation, University researchers will provide County Sponsor copies of the proposed publication or presentation to allow County Sponsor to determine whether patentable subject matter or County Sponsor's Confidential Information (defined in Subsection 4.2(a)) would be disclosed.

(b) Patentable Subject Matter. If County Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains patentable subject matter which needs protection, the researcher(s) shall refrain from making the presentation or publication for a maximum of three (3) months in order for University to file patent application(s).

(c) Confidential Information. If County Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains County Sponsor's confidential information, the researcher(s) shall delete County Sponsor's confidential information.

(d) Publication. If County Sponsor does not respond within the thirty (30) days, the researcher(s) may proceed with the presentation or publication.

4.2 Confidential Information.

(a) Definition. “Confidential Information” means any confidential or proprietary information furnished by one Party (“Disclosing Party”) to the other (“Receiving Party”) in connection with a TO Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of a TO Project. University may refuse to accept any Confidential Information offered by County Sponsor.

(c) Exceptions. The obligations of Subsection 4.2(b) do not apply to information that the Receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third party without a known obligation of confidentiality to the Disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. The Disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Master Agreement or a TO, at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Master Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party’s automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party’s standard archiving and back-up procedures, but not for any other use or purpose.

4.3 Proprietary Materials.

(a) Definition. “Proprietary Materials” means any proprietary materials that one Party furnishes to the other Party in connection with performance of a TO Project. Proprietary Materials do not include materials that are developed in a TO Project. “TO Materials” means materials that are developed in a TO Project.

(b) Limited Use and Transfer. The recipient may use Proprietary Materials only for performance of the TO Project and only in compliance with applicable federal, state, and local laws and regulations. The recipient may not use Proprietary Materials in any in vivo experiments on human subjects. The recipient may not transfer any Proprietary Materials to any third party without the prior written consent of the supplier. University and the

Principal Investigator reserve the right to refuse to accept any Proprietary Materials offered by County Sponsor.

(c) Warranty Disclaimer. Proprietary Materials that are furnished pursuant to this Master Agreement are provided for experimental purposes and may have hazardous properties. NEITHER PARTY MAKES ANY REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PROPRIETARY MATERIALS, INCLUDING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY ASSURANCES THAT THE USE OF PROPRIETARY MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

(d) Ownership and Return. The supplier (or any third party entrusting its materials to the supplier) owns its Proprietary Materials. Upon expiration or termination of this Master Agreement or at the request of the supplier, the recipient shall (at the instruction of supplier) either destroy or return any unused Proprietary Materials.

ARTICLE 5 -- PROJECT INTELLECTUAL PROPERTY

5.1 Definitions

(a) “Intellectual Property” means: (i) discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of a TO Project and (ii) unpatented technology or information that was developed by the Principal Investigator, which relates to a TO Project, to the extent wholly owned and controlled by University of Florida Research Foundation, Inc. (UFRF).

(b) “Background Intellectual Property” means any Intellectual Property owned or controlled by a Party as of the Effective Date or conceived outside of the research conducted under this Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

(c) “Research Results” means data and technical information that are obtained in performance of a TO Project. The term Research Results does not include Intellectual Property.

5.2 Ownership. University owns Intellectual Property that is conceived or made solely by employees of University (“University Intellectual Property”). County Sponsor owns all Intellectual Property that is conceived or made solely by employees of County Sponsor (“County Sponsor Intellectual Property”). University and County Sponsor jointly own Intellectual Property that is conceived or made by employees of University and County Sponsor (“Joint Intellectual Property”).

5.3 Disclosure. University shall provide County Sponsor with written disclosure of University Intellectual Property promptly after it is disclosed by a University employee to University’s

Office of Tech Licensing (“OTL”) with the identifying TO that developed the Intellectual Property. County Sponsor shall provide OTL with a written disclosure of any County Sponsor Intellectual Property promptly after it is disclosed by a County Sponsor employee to County Sponsor. Each Party shall retain all Intellectual Property disclosures submitted by the other Party in confidence.

5.4 Patent Rights.

(a) University Responsibility. If County Sponsor directs that a patent application for University Intellectual Property or Joint Intellectual Property be filed, University shall promptly prepare, file, and prosecute, at the expense of County Sponsor (subject to Subsection 5.4(c)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to County Sponsor. County Sponsor and University shall cooperate to assure that patent applications cover, to the best of County Sponsor’s knowledge, all items of commercial interest and importance. While University is responsible for making decisions regarding scope and content of the patent applications, County Sponsor may review and provide input. University shall keep County Sponsor reasonably apprised as to developments with respect to the patent applications and shall promptly supply to County Sponsor copies of all papers received and filed in connection with the prosecution. If County Sponsor decides to discontinue the financial support of the patent applications, University may file or continue prosecution and maintain any protection in the United States and any foreign countries at University’s sole expense with no further obligation to County Sponsor.

(b) Cooperation. University and County Sponsor shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for University Intellectual Property and Joint Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii) promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.

(c) Payment of Expenses. Within thirty (30) days after University invoices County Sponsor, County Sponsor shall reimburse University for all reasonable patent-related expenses incurred by University pursuant to Subsection 5.4(a). County Sponsor may elect, upon sixty (60) days’ advance written notice to University, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, County Sponsor loses all rights under this Master Agreement with respect to patent rights in those countries.

5.5 Option Rights. University grants County Sponsor a first right to negotiate a worldwide, royalty-bearing, exclusive license to University Intellectual Property or to University’s rights in Joint Intellectual Property (the “Option Right”). County Sponsor’s right commences when University notifies County Sponsor pursuant to Section 5.3 and expires ninety (90) days later (“Option Period”). County Sponsor may exercise the Option Right by written notice to OTL during the Option Period. If County Sponsor does not exercise the Option Right during the Option Period, University may license its commercial rights

under the relevant Intellectual Property to any third parties. If County Sponsor exercises the Option Right, OTL and County Sponsor shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license to University Intellectual Property or to University's rights in Joint Intellectual Property within six (6) months after County Sponsor's exercise of the Option Right, University has no further obligation to County Sponsor for that Intellectual Property.

- 5.6 Licenses. In any license OTL grants to County Sponsor for University Intellectual Property or for University's rights in Joint Intellectual Property, among other customary license terms, the Parties shall include terms to obligate County Sponsor to (a) develop the Intellectual Property diligently for practical application and (b) pay all patent costs.
- 5.7 Use of Research Results. Each Party may use Research Results for any purpose. However, in the case of County Sponsor, the use may not infringe any claim of a patent application or an issued patent included in University Intellectual Property rights for which County Sponsor has failed to obtain a license as provided in Section 5.5.
- 5.8 Copyrightable Works. University or its employees own any copyrighted or copyrightable works (including reports and publications) that are created by University employees in the performance of the Project. University and the Principal Investigator grant County Sponsor an irrevocable, royalty-free, nontransferable, non-exclusive right to copy and distribute any research reports that are furnished to County Sponsor under this Master Agreement.
- 5.9 Research Partially Funded by Third Parties. If any patentable invention in the Intellectual Property has been funded by the federal government, this Master Agreement and the grant of any rights in that invention are governed by federal law set forth in 35 U.S.C. §§ 201-211 and corresponding regulations, as amended, or any successor statutes and regulations. If any Intellectual Property has been funded by a non-profit organization or state or local agency, this Master Agreement and the grant of rights in that Intellectual Property are subject to the terms of the applicable agreement. If any term of this Master Agreement fails to conform to applicable law, regulations, or agreements, the relevant term is invalid and the Parties shall modify the term.

ARTICLE 6 - PUBLICITY

County Sponsor may not use the name of University or of any member of University's TO Project staff in any publicity, advertising, or news release without the prior written consent of University. Subject to Subsection 4.2(c)(iv), University may not use the name of County Sponsor or any employee of County Sponsor who is involved in any TO Project in any publicity, advertising, or news release without the prior written consent of County Sponsor. Notwithstanding any other provision of this Agreement, both parties acknowledge that under Section 1004.22, Florida Statutes, University shall be free to release the title and short description of the TO Projects, the name of the Principal

Investigator, and the amount and source of funding provided for the TO Projects, without prior approval of County Sponsor.

ARTICLE 7 – WARRANTY DISCLAIMER; INDEMNITY

- 7.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS MASTER AGREEMENT, INCLUDING, THE PERFORMANCE OF, MATERIALS THAT ARE DEVELOPED IN OR RESULTS OF ANY TO PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF A TO PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS MASTER AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESEARCH RESULTS, MATERIALS THAT ARE DEVELOPED IN A TO PROJECT OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- 7.2 County Sponsor assumes any and all risks of personal injury and property damage attributable to the negligent acts or omission of County Sponsor and the officers, employees, servants, and agents thereof while acting in the scope of their employment by County Sponsor. County Sponsor represents that it is self-funded for liability insurance with such protection being applicable to County Sponsor’s officers, employees, servants, and agents while acting within the scope of their employment. University and County Sponsor agree that nothing contained herein shall be construed as denying to either party any remedy or defense available to such party under the laws of the State of Florida. University and County Sponsor further agree that nothing contained herein shall be construed as a waiver of the sovereign immunity of University, the State of Florida, County Sponsor, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.
- 7.3 University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omission of University and the officers, employees, servants, and agents thereof while acting in the scope of their employment by University. University represents that it is self-funded for liability insurance with such protection being applicable to University’s officers, employees, servants, and agents while acting within the scope of their employment. University and County Sponsor agree that nothing contained herein shall be construed as denying to either party any remedy or defense available to such party under the laws of the State of Florida. University and County Sponsor further agree that nothing contained herein shall be construed as a waiver of the sovereign immunity of University, the State of Florida, County Sponsor, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.
- 7.4 Each Party agrees to notify the other Party within thirty (30) days of receipt of any claims made for which the other Party might be liable under Sections 7.2 or 7.3, as the case may

be. The liable Party will defend, negotiate, and settle such claims. The other Party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist therein; provided, however, that the liable Party will have final decision-making authority regarding all aspects of the defense of any claim. The Party seeking liability will provide the liable Party with such information and assistance as the liable Party may reasonably request, at the expense of the liable Party. Neither Party will be responsible or bound by any settlement of any third-party claim or suit made without its prior written consent; provided, however, that the liable Party will not unreasonably withhold or delay such consent. If a settlement contains an absolute waiver of liability for the liable Party, and each Party has acted in compliance with the requirements of this Section 7.4, then the liable Party's consent will be deemed given.

- 7.5 LIMITATION OF LIABILITY. IN NO EVENT WILL ANY PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY OR PARTIES HERETO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ARTICLE 8 – DURATION AND TERMINATION

- 8.1 Duration and Termination. The duration of this Master Agreement is ten (10) years from the execution of both Parties, or until terminated by a Party in accordance with the provisions of this Section 8.1. Either Party may terminate this Master Agreement without cause upon thirty (30) days' prior written notice to the other. Upon termination of this Master Agreement any TO Project that is still in progress may continue to full completion without an interruption of prior terms. Early termination of a TO Project must have a TO specific termination under the same notice timeline as prescribed in this clause 8.1.
- 8.2 Termination for Breach. If either Party commits a material breach of this Master Agreement or a TO and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Master Agreement and/or the breaching TO by written notice to the other Party, effective upon receipt. Termination of a TO for breach does not automatically terminate the Master Agreement. Termination of the Master Agreement is a separate action.
- 8.3 Surviving Terms. Expiration or termination of this Master Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination, except that County Sponsor's rights under Article 5 do not survive termination for non-payment of any amounts due under this agreement or any other material breach by County Sponsor. Except in the case of material breach by County Sponsor, expiration or termination of this Master Agreement does not affect the Parties' rights and obligations under Articles 3, 4, 6, 7, 8, and 10 or any TO that continues beyond the termination of this Master Agreement.

8.4 Payments on Termination. If this Master Agreement is terminated prior to its expiration for any reason other than a material breach by University, then on the effective date of termination, County Sponsor shall pay University (a) for reasonable costs that were actually incurred by University through the date of termination or for the work that was performed through the date of termination in accordance with a TO and (b) for all uncancellable financial commitments that University intended to pay through County Sponsor's funding under this Master Agreement, including, salaries for appointed employees (e.g., postdoctoral fellows) and stipends for graduate students for the remainder of their term of appointment. This payment stipulation covers TO's that have been also terminated in conjunction with this Master Agreement. This payment stipulation does not cover any TO's that have been terminated for a material breach by University. TO's that are allowed to continue after the Master Agreement termination (per 8.1) would not be subject to 8.4 early termination payment terms. University will promptly refund any monies paid in advance by County Sponsor for work not rendered under a relevant TO.

ARTICLE 9 - NOTICES

The Parties shall provide notices for this Master Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses.

If to County Sponsor

Administrative/Contractual:
Mr. Hunter Conrad, County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0530
hconrad@sjcfl.us

If to University:

Administrative/Contractual:
Division of County Sponsored Programs
University of Florida
207 Grinter Hall
Gainesville, FL 32611-2037
(352)-392-9267
ufawards@ufl.edu

ARTICLE 10 -- MISCELLANEOUS

10.1 Independent Contractor. University and County Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.

10.2 Insurance; Liability.

(a) University has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. University has no liability insurance policy that can extend protection to any other person.

- (b) Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of that Party and its officers, employees, and agents.
- 10.3 Governing Law. This Master Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Master Agreement in courts of competent jurisdiction in St. Johns County, Florida.
- 10.4 Assignment. Neither Party may assign this Master Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Master Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 10.5 Master Agreement or TO Modification. The Parties may only modify this Master Agreement or TO by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A Purchase Order may only be used for billing purposes and for extending the end date of a TO Project. No other terms of this Agreement or a TO may be modified by terms included in a Purchase Order. The terms and conditions of such a Purchase Order do not apply, and such terms or conditions in a Purchase Order are null and void.
- 10.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including, fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Master Agreement with reasonable dispatch after the causes are removed.
- 10.7 Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Master Agreement. County Sponsor shall notify University before providing University with any export-controlled information or materials.
- 10.8 Dispute Resolution. For any dispute related to this Master Agreement that the Parties cannot resolve by mutual agreement, the Parties shall seek agreement through formal mediation in St. Johns County, Florida, failing which either Party may pursue any remedies legally available.
- 10.9 Severability. If any provision of this Master Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Master Agreement, and the Parties shall negotiate in good faith to modify the Master Agreement to preserve (to the extent possible) their original intent.
- 10.10 Entire Agreement. This Master Agreement and any TO's or modifications thereto constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to

its subject matter.

- 10.11 Counterparts and Execution. The Parties may execute this Master Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.
- 10.12 Headings. Headings are for convenience and do not affect the meaning of any provision of this Master Agreement.

[Remainder of Page Left Intentionally Blank]

THE PARTIES have caused this Master Agreement to be executed by their duly authorized representatives as shown below.

ST. JOHNS COUNTY

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name & Title

Printed Name & Title

Date

Date