

**CONTRACT APPROVAL FORM**

(Contract Management Use only)

**CONTRACT  
TRACKING NO.  
CM2748**

**CONTRACTOR INFORMATION**

Name: The Balmoral Group

Address: 165 Lincoln Avenue Winter Park FL 32789

City State Zip

Contractor's Administrator Name: Valerie Seidel Title: President

Tel#: (407) 629-2185 Fax: (407) 629-2183 Email: VSeidel@balmoralgroup.us

**CONTRACT INFORMATION**

Contract Name: Professional Service Agreement Contract Value: \$40,000.00

Brief Description: Nassau County Vulnerability Assessment: Phase 2

Contract Dates : From: \_\_\_\_\_ to: 3/13/20 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other 5.7 Professional Services

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6**

1. Burke 10/29/19  
Department Head Signature Date

Planning and Economic Opportunity

2. Tracy Hagan 10/25/19  
Contract Management Date

Submitting Department

04005515-534000-RPGP2

3. Mullin 10/30/19  
Office of Management & Budget Date

Funding Source/Acct #

4. [Signature] 11/6/19  
County Attorney (approved as to form only) Date

RCVD OMB  
19 OCT 30 PM 2:11

Comments: \_\_\_\_\_

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**

Michael Mullin

11/6/19  
Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

**PROFESSIONAL SERVICE CONTRACT  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of November 2019, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and The Balmoral Group located at 165 Lincoln Avenue, Winter Park, Florida 32789, hereinafter referred to as "Consultant":

**WHEREAS**, the County desires to obtain professional services for a Vulnerability Assessment for two regions of the County that are experiencing rapid growth and development pressures and that are highly vulnerable to flooding.

**WHEREAS**, said services are more fully described in the *Scope of Services*, Attachment "A", which is attached hereto and made a part hereof; and

**WHEREAS**, the Consultant desires to render certain professional services as described in the *Scope of Services*, and has the qualifications, experience, staff and resources to perform those services; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Scope of Services*.

**ARTICLE 2 - SCOPE OF SERVICES**

**2.1** Consultant shall provide professional services in accordance with the *Scope of Services* set forth in Attachment "A", attached hereto and incorporated herein as if set forth in full.

### **ARTICLE 3 - THE COUNTY'S RESPONSIBILITY**

Except as provided in the *Scope of Service*, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Planning & Economic Opportunity (PEO) to act on the County's behalf with respect to the Scope of Services. The Director of PEO, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

### **ARTICLE 4 - TERM OF AGREEMENT**

The term of this Agreement shall begin on the date of its complete execution and end on March 13, 2020. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

### **ARTICLE 5 - COMPENSATION**

**5.1** Consultant shall be compensated per the Task Amount schedule located on Page 6 of the *Scope of Services*.

**5.2** Consultant shall prepare and submit to the Director of PEO, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County

shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

#### **ARTICLE 6 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

#### **ARTICLE 7 - DOCUMENTS**

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement;
- 7.2 The *Scope of Services* attached hereto Attachment "A";
- 7.3 General Information and Insurance Requirements- Exhibit "1"
- 7.4 Vulnerability Assessment Phase 2 Grant from Florida Department of Environmental Protection- Exhibit "2"
- 7.5 Any work authorizations, written amendments, modifications or addenda to this Agreement.



## **ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

## **ARTICLE 9 - INDEMNIFICATION**

Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the consultant, in the performance of the contract.

## **ARTICLE 10 - INDEPENDENT CONSULTANT**

Consultant undertakes performance of the services as an independent Consultant under this Agreement and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

## **ARTICLE 11 – EXTENT OF AGREEMENT**

**11.1** This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

**11.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

## **ARTICLE 12 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

## **ARTICLE 13 - INSURANCE**

The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Exhibit "1".

## **ARTICLE 14 – ACCESS TO PREMISES**

The County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

## **ARTICLE 15 - TERMINATION OF AGREEMENT**

**15.1 Termination for Convenience:** This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for all loss pertaining to this termination.

**15.2 Default by Consultant:** In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written

notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

#### **ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

#### **ARTICLE 17 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County.

#### **ARTICLE 18 - MISCELLANEOUS**

**18.1 Non-waiver:** A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**18.2 Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a

waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **18.3 PUBLIC RECORDS**

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, [DMOODY@NASSAUCOUNTYFL.COM](mailto:DMOODY@NASSAUCOUNTYFL.COM), 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. 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 Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of



the public agency.

**18.4** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

**ARTICLE 19 - SUCCESSORS AND ASSIGNS**

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

**ARTICLE 20 - CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 21 - OWNERSHIP OF DOCUMENTS**

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County. Intellectual Property rights of the Consultant are protected and the Consultant may use information produced herein as reference material.

**ARTICLE 22 - FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau pursuant to funding under the Resilience Planning Grant, attached hereto and incorporate herein as Exhibit "2", and is subject to termination based on lack of funding.

**ARTICLE 23 - NOTICE**

**23.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

**COUNTY**

Nassau County Contract Management  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
904-530-6040  
ghagins@nassaucountyfl.com

With a copy to the County Attorney at the same address.

**CONSULTANT:**

Valerie Seidel  
The Balmoral Group  
165 Lincoln Avenue  
Winter Park, FL 32789  
(407) 629-2185 ext. 104  
[VSeidel@balmoralgroup.us](mailto:VSeidel@balmoralgroup.us)

**23.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and

facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**23.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.


#### **ARTICLE 24 - DISPUTE RESOLUTION**

**24.1** The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Consultant. The Consultant should have a representative, at the meeting that can render a decision on behalf of the Consultant.

**24.2** If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,  
Board of County Commissioners**

  
\_\_\_\_\_  
Michael Mullin, County Manager  
Its: Designee

Date: 11/2/19

**The Balmoral Group**

  
\_\_\_\_\_  
Valerie Seidel

Date: 10/16/19



QUALIFICATIONS AND  
QUOTE FOR SERVICES

# Nassau County Vulnerability Assessment: Phase II



Submitted to:  
Taco Pope, Director  
Nassau County Department of Planning  
and Economic Opportunity (PEO)  
96161 Nassau Place  
Yulee, FL 32097

September 18, 2019

Submitted by:  
Valerie Seidel, President  
The Balmoral Group  
165 Lincoln Avenue  
Winter Park, FL 32789

and Co-Investigator

Randall Parkinson, President  
RWParkinson Consulting, Inc.  
322 Coral Drive  
Melbourne, FL 32935

# QUALIFICATIONS AND QUOTE FOR SERVICES

## Nassau County Vulnerability Assessment: Phase II

Submitted to:

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Nassau County Department of Planning and Economic Opportunity (PEO)  
96161 Nassau Place  
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RWParkinson Consulting, Inc.  
322 Coral Drive  
Melbourne, FL 32935

## I. Project Title

### Nassau County Vulnerability Assessment, Phase I

## II. Project Summary

This project is designed to assist Nassau County in the completion of its second Resilient Planning Grant with the Florida Department of Environmental Protection. The assistance will be achieved by providing complete deliverables for each of the Resilient Planning Grant's tasks (except for the consultant selection element of Task 1). The tasks are intended to develop a thorough and reliable vulnerability assessment that will inform multiple long-range planning initiatives, including adaption to flooding caused by storm surge and sea level rise. Thoroughly documented deliverables for this project will ensure that the County can meet its DEP grant obligations and secure reimbursement for its work.

## III. Project Description

### A. Goal

The goal of this project is to complete the Phase II Vulnerability Assessment for two regions of the County that are experiencing rapid growth and development pressures, and that are highly vulnerable to flooding. The vulnerability assessment be used by Nassau County Planning and Economic Opportunity (PEO) staff to ensure future flooding impacts and related hazards are adequately addressed during the planning of numerous projects currently under consideration such as:

- The SR200/AIA Corridor Design Plan;
- The William Burgess District Connectivity Blueprint;
- Western Nassau Heritage Preservation;
- Conservation Land Acquisition;
- Updating the County's LDRs;
- The Cultural Resources Survey;
- School siting;
- Priorities for Adaptation Action Areas; and
- Updating the local Comprehensive Plan with Peril of Flood Requirements

### B. Project Location

Per the County's Resilient Planning Grant, two study areas will be assessed:

1. Area One: *Amelia Island.*
2. Area Two: *west of I-95, north (and west) of SR200/US 301.*







## C. Tasks

Each task below addresses a specific requirement of the Resilient Planning Grant with DEP. Deliverables and a milestone (delivery date) are identified for each task.

*Task 1. Initial kickoff meeting and planning discussion; Data collection and draft Vulnerability Assessment  
(Meet with County staff to discuss scope of work and timeline).*

### *1a. Initial Kickoff Meeting:*

The Balmoral Group team will meet via phone with the County Project Manager to affirm the grant schedule and the timing and format of deliverables. Communication preferences (e.g., telephone calls, emails) and frequency will be established for project updates. Turnaround times for review and comment on deliverables will be defined. The team will look to the County Project Manager for the status of infrastructure projects and contact information for key staff and community stakeholders, public and private as relate to the scope of this project.

- ❖ **DELIVERABLES:** Minutes of Kickoff Meeting, affirming project timeline and final scope will be prepared and delivered to the County within 48 hours of the meeting for review and approval. Scheduling the Kickoff between October 1 and October 11, 2019 will help ensure that the December 20<sup>th</sup> grant requirement for the Project Timeline and Final Scope can be reliably met.

### *1b. Assemble and analyze relevant data:*

A continuation of the Phase I Vulnerability Assessment, Task 1b represents the majority of the scope of work, including data collection and development of the Draft Assessment. The Balmoral Group team will secure sufficient data for a thorough vulnerability assessment, consistent with standard practices such as those documented by NOAA's Coastal Services Center (Community Vulnerability Assessment Tool) and FEMA (Community Based Vulnerability Assessment). Data are likely to include but not be limited to the following:

- Demographic and Socio-economic Information (to identify vulnerable populations)
- Land Use and Land Cover
- Growth trends and growth patterns
- Critical infrastructure, including utilities and hazardous waste management locations
- Future infrastructure projects
- Applicable Special Planning Areas, other potential Adaptation Action Areas, and the County's Comprehensive Plan
- Hazard information, including known flooding, storm surge, wind, wildfire, etc.
- Economic information (e.g., primary sectors and employment centers) and related financial exposure
- Evacuation routes and facilities, current emergency and disaster protocols

- Environmental information (e.g., surface and groundwater resources, designated critical habitat, recreational resources)
- Locally accepted sea level rise rates / scenarios.

The team proposes to integrate the above information into a geodatabase to facilitate analysis, modeling, calculations, and export of summary information as tables, maps, and charts.

#### *1c. Develop Draft Vulnerability Assessment*

The Draft Vulnerability Assessment will be developed in part by characterizing risk of the identified hazards and threats through analysis of frequency of occurrence, the area impacted and the magnitude of the threat as determined by the population, property and economic values, and longevity of impacts (i.e., the time to recover).

- ❖ **DELIVERABLES:** The Draft Vulnerability Assessment will be presented to the County by December 13, 2019 to provide the County time to review prior to the December 20<sup>th</sup> grant deadline. All data supporting the Draft Assessment will be included as appendices. All spatial data will be incorporated into a geodatabase (ESRI ArcMap product) for future use by the County (see Task 4).

#### *Task 2. Review Draft Assessment and Conduct Outreach Around Assessment (PEO Staff to Provide Comments & Conduct Outreach with Consultant)*

Following the outreach model used for Phase I, with support from the PEO staff, The Balmoral Group team proposes to organize and conduct two stakeholder outreach sessions to gather additional information and feedback on initial findings from the Draft Vulnerability Assessment. To maximize opportunity for public and agency input, the meetings would be held on consecutive dates (rather two meetings on one date). Meeting locations will be proposed for each of the two study areas. Provisions will be made to obtain comments from stakeholders unable to attend either event. Digital venues for stakeholders to provide comments online will be used in combination with outreach to broaden opportunities for input and ensure those unable to attend have multiple options for feedback.

Task 2 includes PEO review of the Draft Assessment. Timely feedback from the County will be included into the design and content of the outreach meeting materials.

- ❖ **DELIVERABLES:** All comments will be collected and organized for inclusion as an appendix to the final assessment and consideration by both the County and DEP. Collected comments and other feedback will be provided to the County by January 24, 2020. This date will provide the County time for review prior to the January 31<sup>st</sup> grant deadline.

#### *Task 3. Incorporate Outreach and Complete Final Assessment (Consultant to Complete Final Assessment)*

The Balmoral Group team will amend the Draft Vulnerability Assessment to reflect PEO commentary, any interim comments obtained from DEP, and the input from the outreach meetings. Revisions to the Draft Assessment will include any new and relevant data collected as



well as additional analyses of data conducted in response to comments received. The Final Assessment will identify opportunities for adaptation and mitigation, based on the vulnerability analysis.

- ❖ **DELIVERABLES:** The Final Vulnerability Assessment will respond to all outreach comments and will be provided to the County by February 14, 2020. This date will provide the County time for review prior to the February 21<sup>st</sup> grant deadline. Two hardcopies of the Assessment, an electronic copy of the Assessment, the final geodatabase, including metadata, will be included with the Final Assessment.

*Task 4. Transmit Final Plan to DEP for Review*

*(PEO Staff to Submit Final Assessment to DEP for Review)*

While the County has responsibility for the transmittal of the Final Assessment (Plan) to DEP, The Balmoral Group Team will assist the County with any appropriate document edits and clarifications as may be requested by DEP to ensure the Final Plan meets all grant expectations.

- ❖ **DELIVERABLE:** Any edits or modifications to the Final Plan needed to address DEP comments will be incorporated and provided to the County by March 13, 2020 as to fulfill the March 20<sup>th</sup> grant deadline.

**D. Proposed Timeline and Budget**

The following table outlines the start and end dates for each task and the associated costs.

Task#	Task Description	Task Start Date	Task End Date (Deliverable Due to County)	Grant Deliverable Date	Task Amount
1	Kickoff Meeting; Data Collection and Draft Vulnerability Assessment	10/1/2019	12/13/2019	12/20/2019	\$20,000
2	Review Assessment and Conduct Stakeholder Outreach	12/16/2019	1/24/2020	1/31/2020	\$10,000
3	Incorporate Outreach; Complete Final Vulnerability Assessment	1/27/2020	2/14/2020	2/21/2020	\$5,000
4	Transmit Final Plan (incorporate any DEP review comments)	2/17/2020	3/13/2020	3/20/2020	\$5,000
<b>TOTAL</b>					<b>\$40,000</b>

## IV. Qualifications

### A. Company Information

The Balmoral Group was founded in 2004 on the strengths of its principals in hydrologic modeling and economics. Over the past fourteen years, the firm has achieved a diversified client base for our work in natural resource economics, including private clients, cities, counties, and state and regional agencies such as the Florida Dept. of Environmental Protection, the Florida Department of Agriculture and Consumer Services, the St. Johns River Water Management District, the Indian River Lagoon Estuary Program, and the Florida Inland Navigation District, among many others. Since its founding, the firm has established a reputation for its expertise by applying the latest technology in econometric modeling and GIS analysis to complex economic and natural resource management issues. After working and studying in Australia, the firm's founding partners recognized an opportunity to combine engineering design expertise with economics, environmental analysis and GIS capabilities. A strategic alliance between The Balmoral Group and Dr. Chris Ryan's firm, Catchment Simulation Solutions (CSS), was created to share opportunities, technical developments and aggregated knowledge. The result of this continued working relationship has been Florida-specific code applications of Dr. Ryan's hydrologic modeling software, CatchmentSIM™, and an office for The Balmoral Group in Sydney, Australia (Balmoral Group Australia).

The goal of the firm has been to support positive development, effective resource management, and sustainable policy approaches. The firm has a strong foundation in understanding and balancing natural and water resource assets with economic development and population growth. Our staff work closely with policy experts and maintain strong contacts within various state and local agencies affected by development decisions. Our firm's economists and engineers are called upon by clients when they encounter complex situations, and they have forged close relationships with academic experts to stay fully apprised of emerging technologies and analytical techniques. With a mission to provide top-tier professional talent in an environment that rewards innovation, integrity, and individual achievement, the firm has invested heavily in Information Technology, training and business systems to support the long-term growth and technical proficiency of staff. The company's investments in technology have paid off, generating very efficient production for clients.

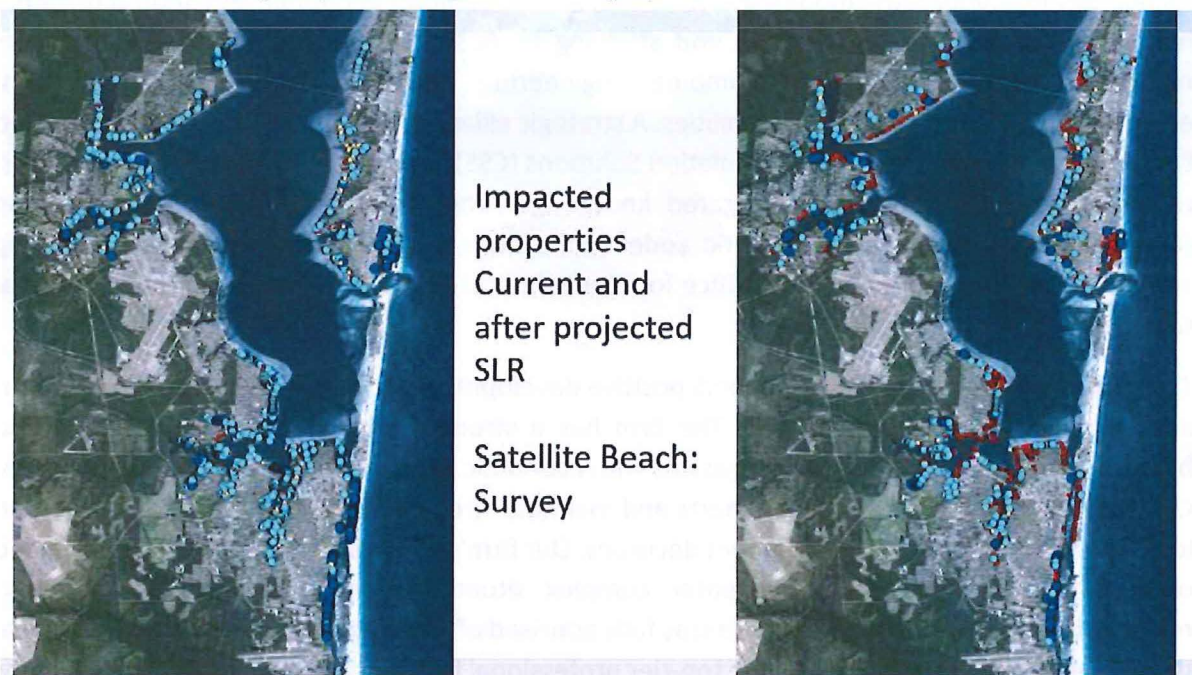
The Balmoral Group's company headquarters is located in Winter Park Florida with a current overall staff of 25 including 12 engineering staff (9 P.E.'s). The office is supported by staff located in Tallahassee, FL, Beaufort, SC, and Tuscaloosa, AL. The Balmoral Group is a certified Woman Business Enterprise (WBE) and Woman Owned Small Business (WOSB) through the Women's Business Enterprise National Council (WBENC).



## B. Relevant Experience

The Balmoral Group team, including RWParkinson Consulting, has all of the requisite experience indicated in the County's Scope of Work for its Resilience Planning Grant. The Balmoral Group has worked in the areas of environmental policy (and coastal counties in particular) through projects with the Dept. of Economic Opportunity, the NSW (AU) Office of Environment and Heritage, the Tampa Bay Estuary Program, the Indian River Lagoon Estuary Program and Tampa Bay Water, among others. Similarly, RWParkinson Consulting has addressed vulnerability and resilience policy for the Indian River Lagoon Estuary Program, the City of Satellite Beach, and Martin County (**Figure 2**).

*Figure 2. Scenario analysis of storm-surge vulnerable properties*



As engineers, scientists and economists working primarily with the public sector, Balmoral emphasizes its ability to translate complex subjects and “big data” for our clients. Balmoral uses statistics and GIS to analyze diverse information and extract useful information. Strong examples of this skill include ongoing statewide estimates of agricultural water demand for the Dept. of Agriculture and Consumer Services and cost projections of the Five Year Work Program for the Dept. of Transportation. In both instances, for which Balmoral has had its contracts renewed several times beyond the initial term, complex information has been rendered usable for water resource managers (under a legislative directive) and agency budgeting, respectively. Balmoral routinely provides similar sorts of scientific synthesis for non-technical audiences, including public meetings, county commission hearings and workshops, and intergovernmental bodies. Balmoral staff has more than twenty years’ experience as an environmental sciences educator, making technical subjects understandable.

The Balmoral team provides additional technical expertise expected by the Nassau County PEO with respect to storm-related and other vulnerabilities:

- First, Dr. Parkinson brings unique perspective to the indicated vulnerability assessment tasks. He is a Florida registered professional geologist with a Ph.D. in marine geology and geophysics and currently is a Research Associate Professor with the Sea Level Solutions Center at Florida International University. He has used his technical expertise to support vulnerability assessments and related coastal planning needs for the City of Satellite Beach and the Indian River Lagoon NEP.
- In addition to its in-house expertise in stormwater management engineering (which includes floodplain hydraulics of the coastal zone), TBG has a statewide (and international) service reputation in GIS and related geo-spatial modeling and analysis, and has been selected for numerous agency contracts because of this specific capacity. Prior relevant projects involving extensive use of GIS and analysis of environmental data include:
  - “Prioritizing Habitat Restoration Goals in the Tampa Bay Watershed” for the Tampa Bay Estuary Program;
  - “Prioritizing Total Maximum Daily Loads (TMDLs) Using Seagrass Habitat Vulnerability to Sea Level Rise” for the Indian River Lagoon National Estuary Program;
  - “Using Earth Observations to Inform the Valuation of Coastal Ecosystem Services” for NASA;
  - “Community Resiliency Analysis for Martin and Okaloosa County, Florida” for the Department of Economic Opportunity;
  - “Development of Parcel-Level Urban Consumption Estimates for the U.S. Geological Survey Peninsular Florida Model for Groundwater Recharge and Water Conservation Potential” for the SJRWMD; and
  - “Economic Impact Analysis of Outdoor Recreation in Florida” for the Department of Environmental Protection.
- TBG (in conjunction with Dr. Parkinson) has recently completed the “Risk-Based Vulnerability Assessment of the Indian River Lagoon to Climate Change” and as a result of that work has been awarded a contract to prepare Phase II of that work: “Establishing an Action Plan for Adaptation Planning.”



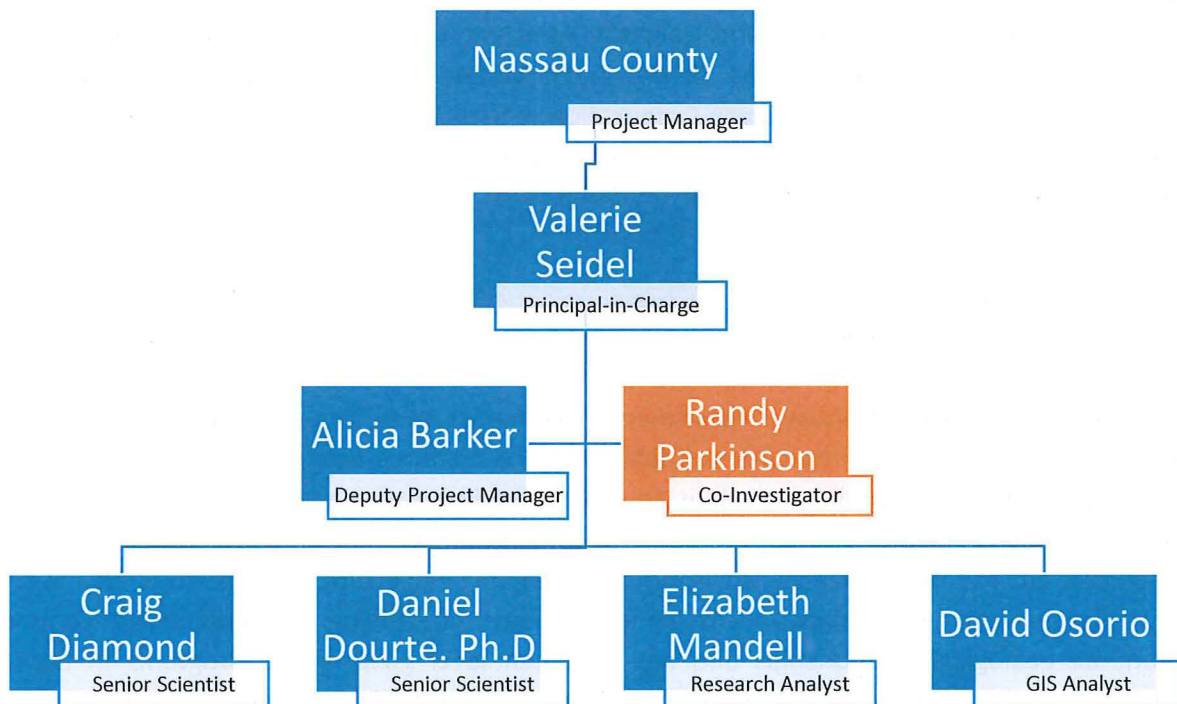
Figure 3. Probabilistic Risk Analysis: recognizing risk is a spectrum, not binary



- TBG recently concluded work for NASA on the use of earth observations (satellite data) to inform coastal community resource planning and the incorporation of ecosystems services into decision-making. [TBG has been recognized for its approaches to ecosystems services valuation through peer-reviewed studies.] To the extent that our experience with earth observations (and associated applications of statistics and GIS) can be directed to complement the vulnerability assessment, we will do so.
- Balmoral has conducted several studies involving Sea Level Rise, from the analysis of the feasibility of resiliency strategies for the Department of Economic Opportunity, to cost-benefit analyses of coastal protection measures at Old Bar and at Lake Cathie (New South Wales, AU, **Figure 3**), to its effects on sea grasses in the Indian River Lagoon. In conjunction with our own vulnerability assessment work (IRL), TBG is well-positioned to incorporate the outcomes of regionally appropriate projections of sea level rise into the vulnerability assessment.
- Craig Diamond of TBG served as the last Chief of State Planning at DCA where his duties included oversight of hazard mitigation and coastal resiliency initiatives (including the Waterfronts Florida Partnership Program of which Fernandina Beach was a partner).

### C. Key Personnel

**Figure 4** presents The Balmoral Group's organization chart for this project. The Balmoral Group's Project Manager (Principal-in-Charge) will be directed by the County's Project Manager (PEO), and will be supported by The Balmoral Group Deputy Project Manager where appropriate. The consultant (sub-contractor to Balmoral) and remaining staff, including scientists, researchers, and policy experts will in turn be directed by Balmoral Project Management.



*Figure 4. Proposed Organizational Chart for Vulnerability Assessment Project*

Not included in the Organizational Chart are other personnel of The Balmoral Group, including administrative support, professional engineers, and economists at the main and satellite offices.

The name, title, and qualifications of each of the Key Personnel follow.

**Valerie Seidel** is President and Principal Economist of The Balmoral Group, and will serve as Principal-in-Charge and Project Manager. Her experience has focused on infrastructure and natural resource valuation, GIS/statistical models of resource allocation and optimization, and cost-benefit analysis. She has completed projects researching economic impacts of development and environmental policies, economic values of ecosystem services and the relationships to public funding, and application of econometric methods. Ms. Seidel has published original research on several topics relevant to the subject project. She has proven ability to manage detailed and sensitive projects successfully, participate in public forums to address concerns of stakeholders, and generate innovative solutions to complex issues.



**PROFESSIONAL CREDENTIALS for Valerie Seidel***Post-graduate studies, Environmental Economics, University of Central Florida**Master of Commerce in Economics, University of Sydney, Australia**Bachelor of Science, Accounting, Economics, University of Tampa*

**Randy Parkinson, Ph.D.**, is President of RWParkinson Consulting Inc., which specializes in geologic and environmental issues associated with the management and protection of coastal resources. He has dual appointments: Research Associate Professor, Sea Level Solutions Center, Florida International University, and Courtesy Assistant Research Professor, Department of Biology, University of Central Florida. He previously worked with Environmental Remediation & Recovery and the Coastal Technology Corporation in senior scientist / manager capacities. He provides ongoing technical support to the City of Satellite Beach Resilient Community Program.

**PROFESSIONAL CREDENTIALS for Randall Parkinson, Ph.D.***Ph.D., Marine Geology and Geophysics, University of Miami**MS in Geology, University of Iowa**Bachelor of Science in Environmental Science, Cornell University**Registered Professional Geologist (PG1054), State of Florida**Professional Geology Business (GB797), State of Florida*

**Craig Diamond**, Senior Scientist (Environmental Economics and Policy, has more than 34 years' experience and expertise in the areas of environmental resource economics and local and state planning and governmental policy. He is an experienced project manager and an academician, both as research faculty and as instructor of undergraduate and graduate classes in water resources, environmental science, environmental planning and ecological economics. He has had key roles in many of Balmoral's cost-benefit studies, identifying and quantifying complex economic-ecological relationships and has overseen local government programs in hazard mitigation and resiliency. He has been admitted by the Florida Division of Administrative Hearings as an expert witness in the following areas: water resources planning, water resources science, environmental planning, comprehensive planning, and wetlands science. Mr. Diamond is an alumnus of the Florida Natural Resources Leadership Institute and serves on its advisory board.

**PROFESSIONAL CREDENTIALS for Craig Diamond***Master of Science, Environmental Engineering Sciences, University of Florida**Bachelor of Science, Mathematics, Union College, New York*

**Alicia Barker**, Senior Economist with The Balmoral Group, will serve as Deputy Project Manager and perform lead data validation and management tasks, prepare and test econometric models during index evaluation, and provide preliminary analysis of model results. She has collected and validated raw data and assisted with GIS and statistical modelling, analysis and literature review to support a wide variety of economic projects and econometric analyses for The Balmoral Group, including economic valuation of published economic indices in studies for the Florida Inland Navigational District and the FDOT. Ms. Barker has strong modelling and econometric skills to link data analysis with economic theory and identify statistical patterns, including ongoing projects for the FDACS (Florida Statewide Agricultural Irrigation Demand) and the FDOT (Strategic

Resource Evaluation Study). Ms. Barker minored in Statistics and graduated Summa Cum Laude in Economics

**PROFESSIONAL CREDENTIALS for Alicia Barker**

*Bachelor of Arts in Economics, University of Central Florida. Minor: Statistics.*

**Dan Dourte, Ph.D.**, Senior Scientist (Hydrology, Engineering), will have a lead role in statistics and methodological review as relates to water resources and environmental data. Dr. Dourte has led tasks for Balmoral's recent NASA work including processing of large satellite datasets for statistical analysis and to detect trends over time. Other relevant work includes statistical analysis of several indices used by the Southwest Florida Water Management District to evaluate cost-share project applications and performance using several cluster analysis strategies including, k-means, Jenks optimization, standard deviation, and percentile thresholds. Dr. Dourte is an accomplished and efficient statistician and analyst. He completed his Ph.D. in Agricultural Engineering at University of Florida.

**PROFESSIONAL CREDENTIALS for Dan Dourte, Ph.D.**

*Ph.D., Agricultural and Biological Engineering, University of Florida  
B.S. in Mechanical Engineering, Messiah College, Grantham PA*

**Elizabeth Mandell**, Research Analyst, will prepare preliminary descriptive statistics and data analysis for review by the rest of the team, and assist with literature review. Ms. Mandell has developed descriptive statistics using a variety of economic indices published by public and private sources in the U.S. and internationally to support economic analyses for more than four dozen projects at The Balmoral Group. Ms. Mandell is a solid statistician and analyst with strong skills in interpretation, an important skill for econometricians. Ms. Mandell graduated from Charleston College with a Bachelors in Economics, minoring in Statistics and achieving the school's highest award for economics students, the Fanchon Morrow Condon Memorial Award for Outstanding Economics.

**PROFESSIONAL CREDENTIALS for Elizabeth Mandell**

*Bachelor of Science in Economics, College of Charleston; Minor: Statistics.*

**David Osorio**, GIS Analyst, will assist with data preparation, research, and reporting. Mr. Osorio is an excellent statistician, economist and GIS analyst for the Balmoral Group. He has performed statistical analysis of survey data, conducted literature reviews to inform model assumptions, integrated published data with stakeholder input, and collected raw data for local and international economic projects. He has prepared technical reports summarizing complex statistical processes and findings in terms that clients can understand.

**PROFESSIONAL CREDENTIALS for David Osorio**

*Bachelor of Science in Economics, Stetson University*





**EXHIBIT "1"**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



**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): Vulnerability Assessment Phase II Agreement Number: R1907

2. Parties State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard (Department)  
Tallahassee, Florida 32399-3000  
Grantee Name: Nassau County Board of County Commissioners Entity Type: Local Government  
Grantee Address: 96135 Nassau Place, Yulee, FL 32097 FEID: F59-1863042 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: June 30, 2020

4. Project Number: R1907 Project Location(s): 1) Amelia Island, and 2) west of I-95 north of A1A/SR 200/301.  
*(If different from Agreement Number)*  
Project Description: A Vulnerability Assessment for two specific areas of the County: 1) Amelia Island, and 2) west of I-95 north of A1A/SR 200/301. This will complete efforts started for a Countywide Vulnerability Assessment that began with a 2018 RPG Grant.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$40,000.00</u>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<u>CSFA #37.098</u>	<u>\$40,000.00</u>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<u>\$40,000.00</u>

6. Department's Grant Manager Name: Whitney Gray Grantee's Grant Manager Name: Adrienne Burke  
or successor or successor  
Address: 3900 Commonwealth Blvd. Address: 96161 Nassau Place  
MS235 Yulee, FL 32097  
Tallahassee, FL 32399  
Phone: 850-245-2098 Phone: 904-530-6300  
Email: Whitney.Gray@FloridaDEP.gov Email: aburke@nassaucountyfl.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , 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 checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <u>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form</u>



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

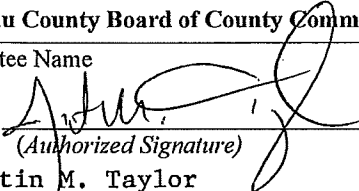
IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Nassau County Board of County Commissioners

GRANTEE

Grantee Name

By

  
(Authorized Signature)

August 26, 2019

Date Signed

Justin M. Taylor  
Chairman, Board of County Commissioners

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

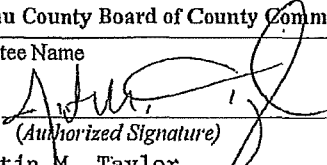
Print Name and Title of Person Signing

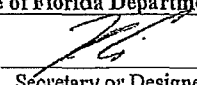
Additional signatures attached on separate page.

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.

Nassau County Board of County Commissioners	GRANTEE
Grantee Name	
By  (Authorized Signature)	August 26, 2019
Justin M. Taylor Chairman, Board of County Commissioners	Date Signed
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By  Secretary or Designee	09/03/19
Kevin Claridge, Director	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.

MES  
08-28-19

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; and/or (3) 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:
- e. [https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf).
- f. **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.
- g. **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.
- h. **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.
- i. **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.
- j. **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](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- k. **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 twenty (20) 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.

**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. R1907

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 a Vulnerability Assessment for two specific areas of the County: 1) Amelia Island, and 2) west of I-95 north of A1A/SR 200/301. This will complete efforts started for a Countywide Vulnerability Assessment that began with a 2018 RPG Grant. 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. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial 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 for each 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.

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Progress Report Form

Exhibit A

<b>DEP Agreement No.:</b>	R1907		
<b>Grantee Name:</b>	Nassau County Board of County Commissioners		
<b>Grantee Address:</b>	96135 Nassau Place, Yulee, FL 32097		
<b>Grantee's Grant Manager:</b>	Adrienne Burke	<b>Telephone No.:</b>	904-530-6300
<b>Project Title:</b>	Vulnerability Assessment Phase II		
<b>Reporting Period:</b>			
<p>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.</p> <p><b>NOTE:</b> Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p><b>Task 1:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R1907 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date





STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO.: R1907

ATTACHMENT 3

**Project Title:** Vulnerability Assessment Phase II

**Grantee Contact Information:**

Organization Name: Nassau County Board of County Commissioners

Authorized Signer for the Organization: Justin M. Taylor

Title: Chairman

Address: 96135 Nassau Place

City: Yulee

Zip Code: 32097

Area Code and Telephone Number: (904) 530-6010

E-mail Address: jtaylor@nassaucountyfl.com

**Grant Manager Contact Information:**

Organization Name: Nassau County Board of County Commissioners

Title: Adrienne Burke, AICP, Esq.

Address: 96161 Nassau Place

City: Yulee

Zip Code: 32097

Area Code and Telephone Number: (904) 530-6300

E-mail Address: aburke@nassaucountyfl.com

**Fiscal Agent Contact Information:**

Organization Name: Nassau County Clerk of Courts

Title: John Crawford, Clerk

Address: 76347 Veterans Way

City: Yulee

Zip Code: 32097

Area Code and Telephone Number: (904) 548-4500

E-mail Address: jcrawford@nassauclerk.com

**FEID No.:** 59-1863042

**DUNS No.:** 829978514

**PROJECT LOCATION:** Nassau County is applying for a Resilience Planning Grant (RPG) to complete a vulnerability assessment for two specific areas of the County: 1) Amelia Island, and 2) west of I-95 north of A1A/SR 200/301. See attached map illustrating the proposed project area.

## **WORK PLAN**

### **1. Project Summary:**

Nassau County is applying for a Resilience Planning Grant (RPG) to complete a vulnerability assessment for two specific areas of the County: 1) Amelia Island, and 2) west of I-95 and north of A1A/SR 200/301. The County received a 2018 RPG Grant to complete a Phase I Vulnerability Assessment. This Phase II assessment will provide the same level of documentation for the rest of Nassau County. Long-range planning efforts continue to be conducted for the County, and a Countywide vulnerability assessment would help inform these efforts and future planning by Nassau County.

### **2. Project Description:**

Nassau County is applying for a Resilience Planning Grant (RPG) to conduct a Vulnerability Assessment for two specific areas of the County: 1) Amelia Island, and 2) west of I-95 north of A1A/SR 200/301. This will complete efforts started for a Countywide Vulnerability Assessment that began with a 2018 RPG Grant. The Balmoral Group has been selected to complete the Nassau County Vulnerability Assessment Phase I.

A Vulnerability Assessment for our rapidly growing County, and areas with demonstrated existing flooding issues as well as Amelia Island, a barrier island, will help us better prepare in Nassau County and will dovetail well with existing long-range planning projects that are underway. An initial, less detailed vulnerability assessment was completed for Amelia Island in 2013; however, including the island in Phase II of the Countywide assessment will assure the same baseline data is being utilized and captured.

Nassau County Planning and Economic Opportunity (PEO) Department staff are working on numerous long-range planning initiatives in the proposed project areas. Having a Vulnerability Assessment conducted now is an opportune time to make sure we are adequately addressing future impacts of flooding and SLR as the County progresses on these planning projects. This not only helps the County plan for our citizens, it will also help the County plan internally in terms of siting future infrastructure projects.

Specific areas to address in the Vulnerability Assessment for the proposed areas include: future exposure to existing developed areas and future areas, financial exposure, and risks to significant environmental and cultural resources. A Vulnerability Assessment can help the County identify focus areas and areas for potential Adaptation Action Areas, which are currently being proposed as a planning tool to be incorporated into the County's Comprehensive Plan, but also any of the related long-range planning projects. Because of the high level of community interest, the County envisions outreach opportunities as part of the assessment process especially around the focus areas and sharing information from the assessment. An example would be to host a minimum of two information giving and gathering sessions in areas the County knows are already experiencing routine flooding issues. Additional outreach materials could be created by PEO staff for distribution after the assessment is complete.

The County's PEO Department has a diverse team of professionals with varied backgrounds who can take information from a Vulnerability Assessment and start thinking about adaptation strategies and policy. But assistance is very much needed with technical components like a Vulnerability Assessment. PEO staff envisions adopting adaptation strategies holistically throughout many of the

existing planning projects underway, in addition to the Comprehensive Plan, so that policies are not relegated to a siloed plan that sits on a shelf.

**3. Project Need and Benefit:**

- a. Explain the demonstrated need, which the project addresses.

Nassau County's land cover is dominated by floodplain and wetlands. Proposed areas for the Vulnerability Assessment represent areas of the County for which we already see significant impacts and vulnerabilities after storm events, both as severe as hurricanes or as routine as a daily thunderstorm in the summer. A complete Vulnerability Assessment would enable the County to have data to support future planning decisions in these areas and create adaptation strategies and policies. The County is currently in the process of Comprehensive Plan amendments to address the statutory Peril of Flood requirements. Together with data from a complete Countywide Vulnerability Assessment, the County will be able to proactively plan for future resiliency.

Another critical reason for conducting a high-level Vulnerability Assessment is that significant portions of these areas have not had Flood Insurance Studies (FIS) conducted and there are no Base Flood Elevations (BFEs) for these parts of the County. At this time, FEMA maps are amended on a project by project basis through the LOMA and LOMR-F processes. It is understood that a Vulnerability Assessment would not provide the level of information required for a Flood Insurance Study. It is a goal of the County to work to find additional funding opportunities to have Flood Insurance Study-level information established. However, a Vulnerability Assessment would provide initial high-level information on risk areas for which the County can begin to plan in the absence of more detailed information.

- b. Explain how the proposed project meets the purpose of one or more of the Goals and/or Priority Areas for the funding source you are applying for.

The proposed project directly meets Priority Area 3: Vulnerability Assessments, Adaptation Plans or Resilience Plans, and indirectly meets Priority Areas 2 and 4 by providing a baseline assessment that will inform County outreach, decision-making and planning.

- c. Discuss how the project is feasible and can be completed by the Deadline.

PEO Staff will be responsible for managing the Vulnerability Assessment process, and are capable of seeing it to completion in a timely manner consistent with the project deadline. Because of the grant funding requested amount, a formal RFP process that takes a significant amount of time is not required. Because a significant portion of the County will have a completed Vulnerability Assessment before June 30, 2019 as part of the existing RPG award, it is hoped that some of the data will be able to be easily recreated for the remainder of the County and further expedite the project to be completed well before April 30, 2020.

**4. Budget Summary:** Allowable budget categories and costs for this project are listed in the table below.

FIXED PRICE	Grant Amount Awarded
AGREEMENT TOTAL	\$40,000

5. **Project Timeline:** All tasks are to be completed and submitted no later than the Deliverable due date listed in the table below. Request for any change must be submitted prior to the current deliverable due date listed in the project timeline. Request 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**

<b>Task No.</b>	<b>Task Title</b>	<b>Deliverable Due Date</b>	<b>Funding Amount</b>
1	Consultant Selection Process (Quotes, Selection, Procurement). Initial Kickoff Meeting and Planning Discussion. Data Collection and Work on Draft Vulnerability Assessment	10/14/2019	\$20,000
2	Review Draft Assessment and Conduct Outreach Around Assessment	11/30/2019	\$10,000
3	Incorporate Outreach and Complete Final Assessment	02/01/2020	\$5,000
4	Transmit Final Plan to DEP For Review	02/28/2020	\$5,000
<b>Total</b>			<b>\$40,000</b>

6. **Performance Measure:** The Department's Grant Manager will review the 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. All deliverable documents must be provided in an electronic downloadable format.
7. **Consequences for Non-Performance:** The Department will reduce each Task Funding Amount by 5% for every day that the 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 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.
8. **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 Deliverable Due Date.

**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 Deliverable Due Date.

## TASKS & DELIVERABLES

### Task #1

- A. Title:** Consultant Selection Process (Quotes, Selection, Procurement). Initial Kickoff Meeting and Planning Discussion. Data Collection and Work on Draft Vulnerability Assessment.
- B. Description:** Work with County Contract Manager to Quote and Select Consultant. There is an opportunity to expedite purchasing since this project is a continuation of an existing project through use of the single/sole source provider provision and because it is a Professional Services contract not subject to CCNA requirements. Meet with Consultant to Discuss Scope of Work and Schedule. It is anticipated that this kickoff meeting would be conducted via a phone call. Subsequent to the kickoff call, an anticipated timeline for the project will be prepared in accordance with the timeline submitted for this grant. Consultant to Gather Data and Complete Draft Assessment. The project would be a continuation of the County's RPG for a Phase I Vulnerability Assessment. Data gathering includes GIS information from a variety of sources including local, state and federal data relative to water occurrence change, storm surge, projected sea level rise, and how all of those interface with various factors such as demographics, socioeconomics, property values, and infrastructure. Information will be shared graphically in hard copy and also will be shared with the County via GIS shapefiles. The assessment is a data gathering and technical report. It is not offering policy recommendations for addressing the vulnerabilities, but providing the County with the data and information necessary to begin moving into the policy formation phase.
- C. Deliverable:**
- Contract with consultant to Complete Vulnerability Assessment
  - Sign-in sheets
  - Notes from meeting
  - Project Timeline
  - Final Scope
  - Draft Vulnerability Assessment

### Task #2

- A. Title:** Review Draft Assessment and Conduct Outreach Around Assessment
- B. Description:** PEO Staff to Provide Comments & Conduct Outreach with Consultant. PEO Staff will provide written comments to the consultant on the draft assessment. A minimum of two community outreach events will be held, one in western Nassau and one on Amelia Island, in order to share the results from the assessment data gathering. This model would also follow the outreach model utilized for Phase I of the RPG grant for Nassau County.
- C. Deliverable:** Sign-in sheets, Agendas, and PEO Staff Comments and Feedback from each Community Outreach held.

### Task #3

- A. Title:** Incorporate Outreach and Complete Final Assessment
- B. Description:** Consultant to Complete Final Assessment. Based on comments provided by staff and the community during the outreach events, the consultant will update the draft assessment



and provide a final copy to the County. The final deliverables will include hard copies of the assessment and any GIS data.

- C. **Deliverable:** Final Vulnerability Assessment (Provided in Electronic Format/Hard Copy, and with Any Associated Data Files – GIS Shapefiles, etc. )

**Task # 4**

- A. **Title:** Transmit Final Plan to DEP for Review
- B. **Description:** PEO Staff to Submit Final Assessment to DEP for Review. Upon acceptance of the final deliverable from the consultant, the County will submit the final version of the assessment to DEP for review and approval.
- C. **Deliverable:** Final Vulnerability Assessment

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](mailto: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](http://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](mailto: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](mailto: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.

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	2019/2020	37.098	Florida Resilient Coastal Program	\$40,000.00	100593
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Total Award</b>					<b>\$40,000.00</b>	

*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.
2. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
  - a. 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, 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.
  - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
3. 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.
4. 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 a grant or contract under a grant.
  - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
5. Publications, Photographs, Audiovisuals & Signs. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), 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 logos (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 cover or the first page:

"This (report/video/website/publication) 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 Florida Coastal Office. 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.

<b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>													
<b>FLORIDA RESILIENT COASTLINES PROGRAM</b>													
<b>INSTRUCTIONS FOR COMPLETING</b>													
<b>EXHIBIT C</b>													
<b>GRANTEE:</b> Enter the name of the grantee's agency.													
<b>MAILING ADDRESS:</b> Enter the address to which you want the state warrant (payment) sent.													
<b>DEP AGREEMENT NO.:</b> This is the number on your grant agreement that starts with R####.													
<b>DATE OF REQUEST:</b> This is the date you are submitting the report to DEP.													
<b>TOTAL AMOUNT REQUESTED:</b> This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.													
<b>GRANTEE'S GRANT MANAGER:</b> This is the person identified as grant manager in the grant agreement.													
<b>PAYMENT REQUEST NO.:</b> This is the number of your payment request, not the quarter number.													
<b>PERFORMANCE PERIOD:</b> This is the beginning and ending date of the reporting period requesting reimbursement for.													
<b>TASK NO.:</b> Enter the number of the TASK for which you are requesting payment.													
<b>GRANT EXPENDITURES SUMMARY SECTION:</b>													
<b>"AMOUNT OF THIS REQUEST" COLUMN:</b> 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.													
<b>NOTE:</b> Shaded areas are auto calculated.													
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.													
<b>GRANTEE CERTIFICATION:</b> Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.													
<b>Required Back-up Documentation for each Deliverable:</b>													
Completed Exhibit C showing requested funds for payment.													
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 or EFT verification) - Not required for Fixed Price Reimbursement Agreements.													
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 attached the 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	Payment Method Used	Proof of Payment Provided	Amount Claimed	
							<b>Contractual Total</b>	\$	-

**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 attach a copy of employee's pay stubs as proof of payment.  
 Formulas are included in some of the spreadsheet cells, denoted with "\$ -".

Task Number:											
<b>Salary</b>											
Position Title	Employee Name	Performance Period or Date Completed	Total Hours Worked	Hourly Wage	Earned Amount	Total Amount Paid	Date Paid	Payment Type Used	Proof of Payment Provided	Amount Claimed	
					\$ -						
					\$ -						
					\$ -						
<b>TOTAL</b>							\$ -	\$ -	\$ -		
<b>Fringe</b>											
Position Title	Employee Name	Performance Period or Date Completed	Fringe Rate (% of Salary)	Fringe Amount	Total Amount Paid	Date Paid	Payment Type Used	Proof of Payment Provided	Amount Claimed		
				\$ -							
				\$ -							
				\$ -							
<b>TOTAL</b>							\$ -	\$ -	\$ -		
<b>Indirect</b>											
Description of Indirect Costs	Performance Period or Dates Utilized	Indirect Rate (% of Salary & Fringe)	Indirect Amount	Amount Claimed							
			\$ -								
<b>TOTAL</b>				\$ -							

**EXHIBIT F**

**DEP AGREEMENT NO. R1907**

**Vulnerability Assessment Phase II**

**Nassau County Board of County Commissioners**

**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*

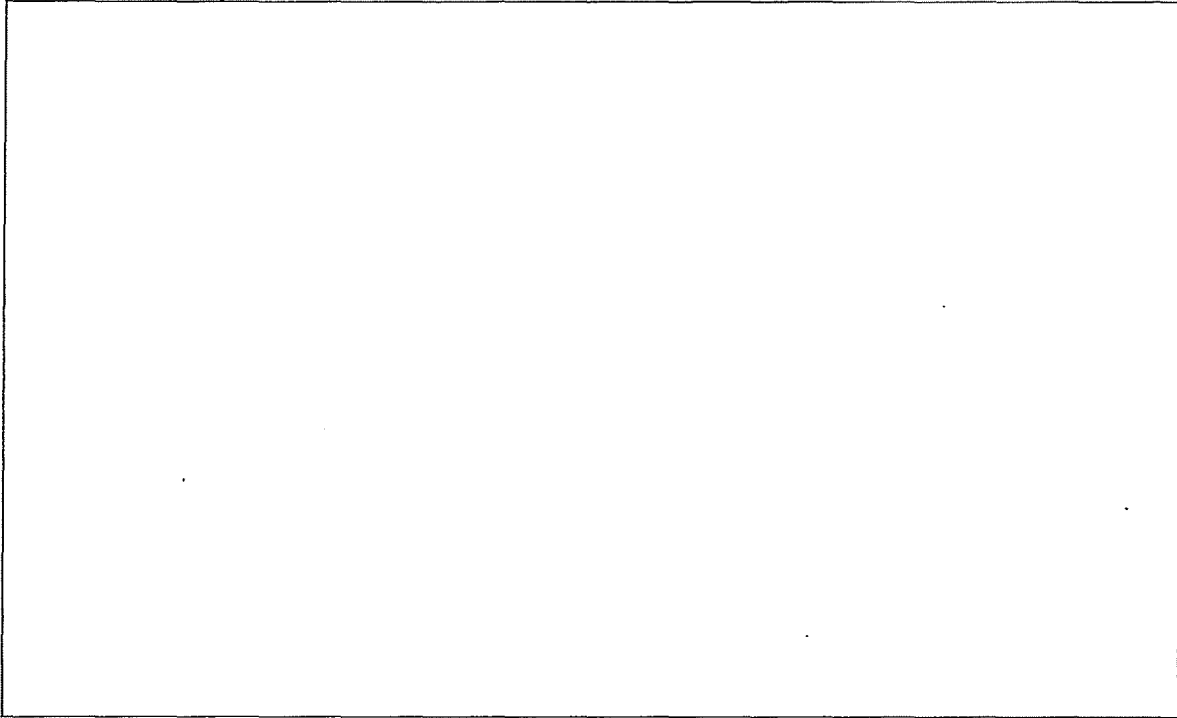
**Exhibit F, DEP Agreement #: R1907**  
1 of 4



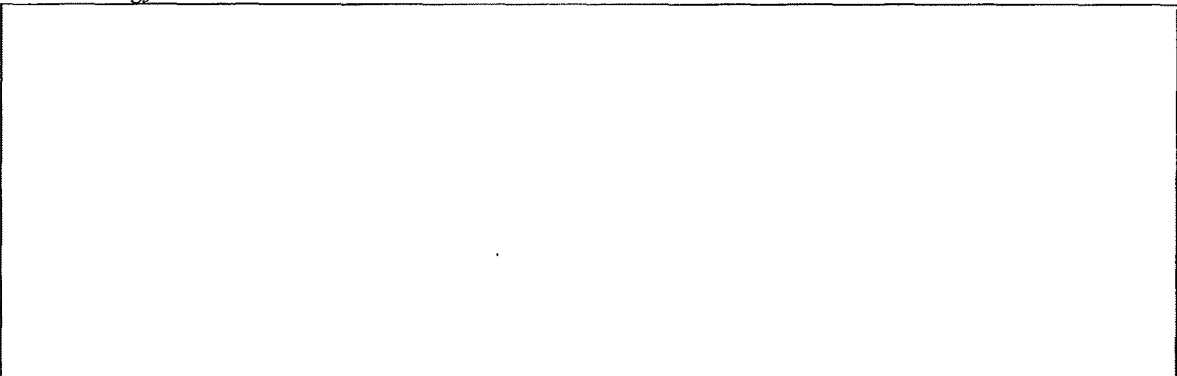
**Final Project Report**

*Vulnerability Assessment Phase II*

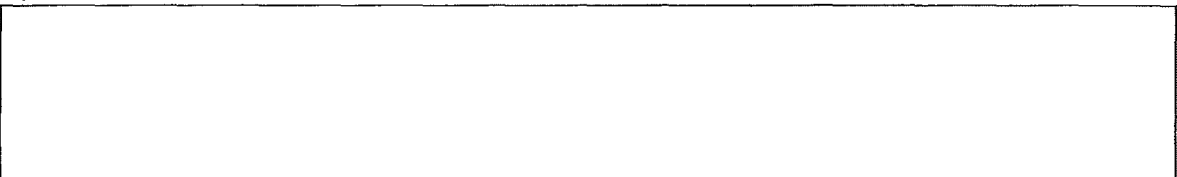
**Executive Summary**

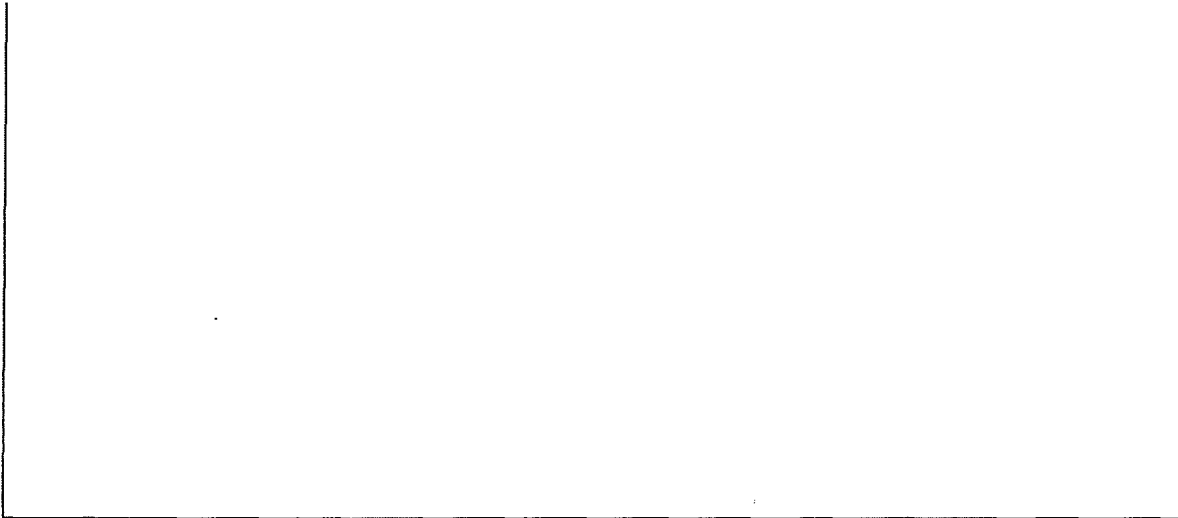


**Methodology**

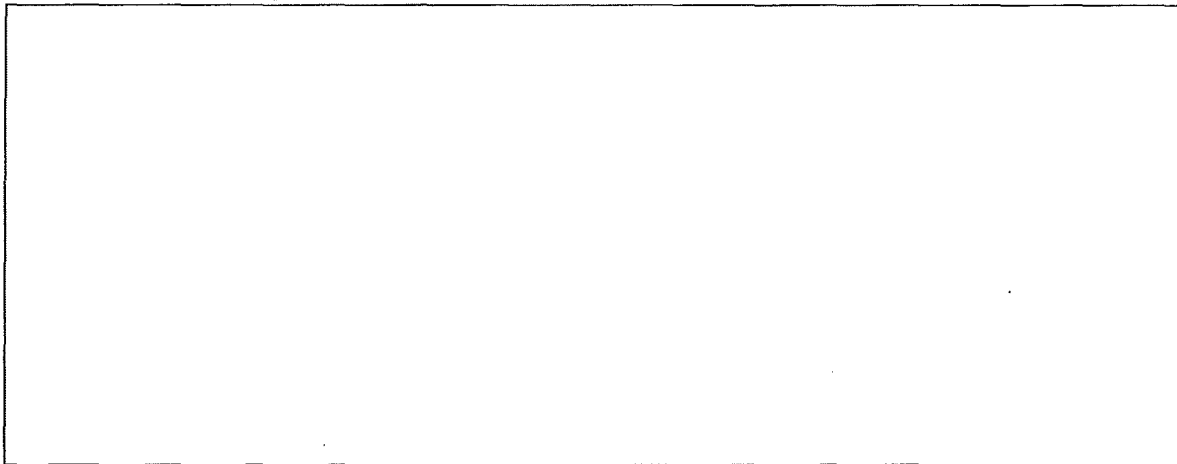


**Outcome**





**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 on page 1 of this Agreement.

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CS-19-012  
CM2719

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

DEP AGREEMENT No. R1907

**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: \_\_\_\_\_

Exhibit G, DEP Agreement #: R1907

1 of 1

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Progress Report Form

Exhibit A

<b>DEP Agreement No.:</b>	R1907		
<b>Grantee Name:</b>	Nassau County Board of County Commissioners		
<b>Grantee Address:</b>	96135 Nassau Place, Yulee, FL 32097		
<b>Grantee's Grant Manager:</b>	Adrienne Burke	<b>Telephone No.:</b>	904-530-6300
<b>Project Title:</b>	Vulnerability Assessment Phase II		
<b>Reporting Period:</b>			
<p><b>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.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R1907 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date





**EXHIBIT F**

**DEP AGREEMENT NO. R1907**

**Vulnerability Assessment Phase II**

**Nassau County Board of County Commissioners**

**Final Project Report**



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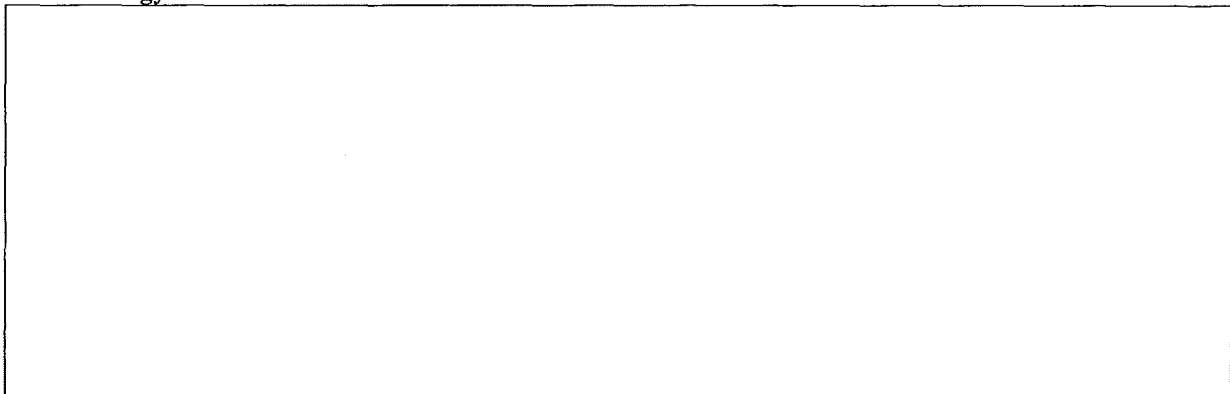
*Month & year*

**Final Project Report**  
*Vulnerability Assessment Phase II*

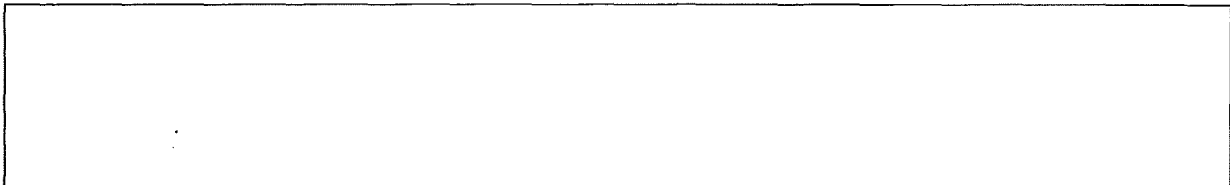
**Executive Summary**

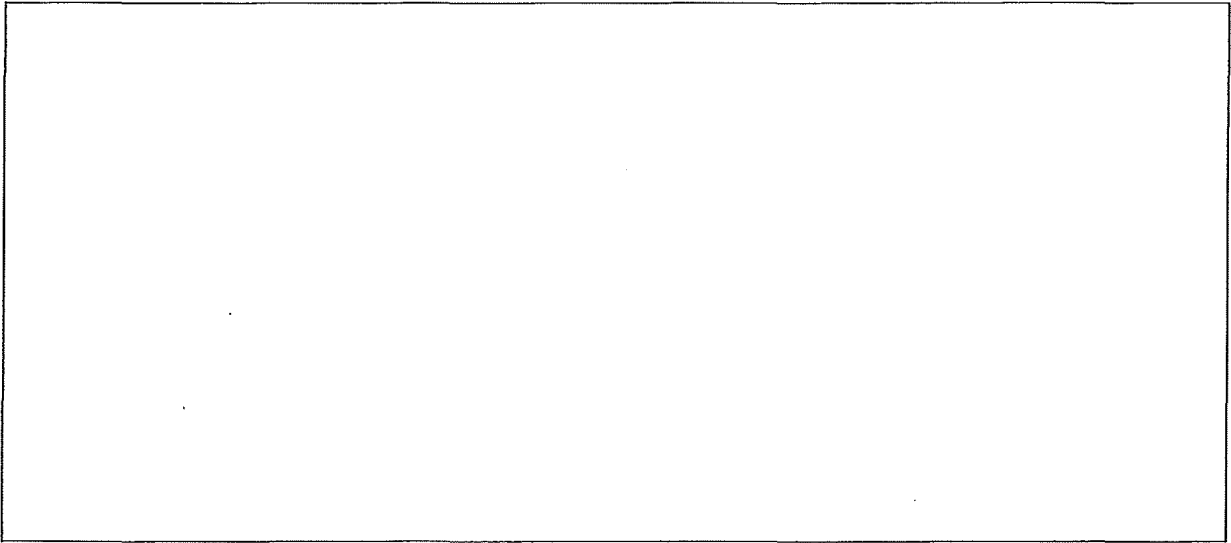


**Methodology**

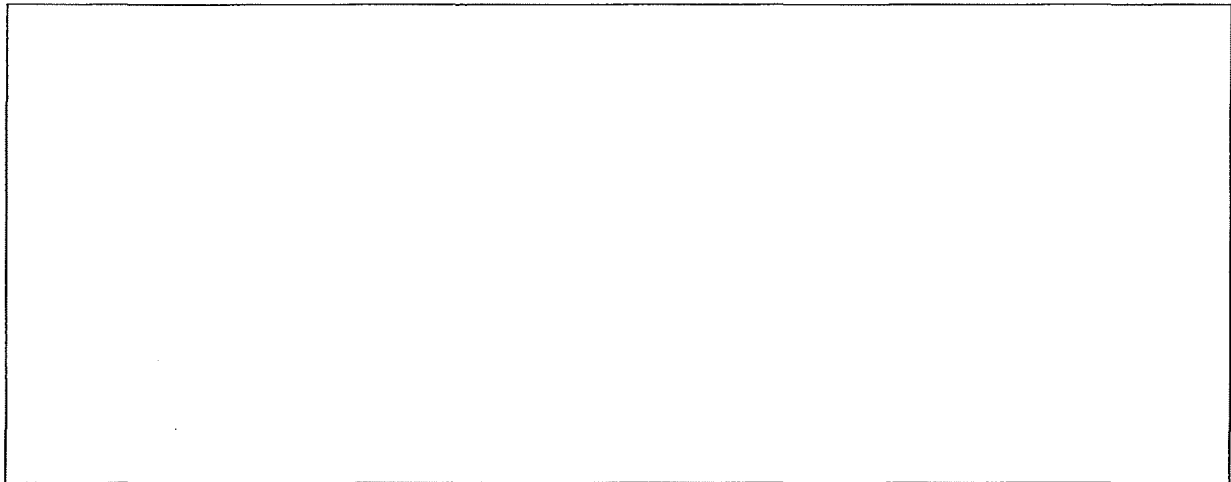


**Outcome**





**Further Recommendations**



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**INSTRUCTIONS FOR COMPLETING  
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FINAL PROJECT REPORT FORM**

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**MONTH & YEAR:** Enter month and year of publication.

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