# City of Jacksonville

Jacksonville
Where Florida Begins.

MEMORANDUM

08/09/16 10:29:35
Procurement Division

August 3, 2016

TO: Greg Pease, Chairman
Professional Services Evaluation Committee

FROM: Harrison Conyers, Supervisor
Military Affairs and Veterans Services Department

SUBJECT: P-04-13 Military Base & Mission Advocacy
Contract No. 9388-01 Amendment No. 1-B

The City of Jacksonville Military Affairs and Veterans Department has received funding for Military Base and Mission Advocacy for a period of service through June 30, 2017 (Attachment A). We desire to renew contract No. 9388-01 for this additional term.

Accordingly, this is to request that Contract No. 9388-01, originally executed March 20, 2013, between the City of Jacksonville and R.J. Natter & Associates, LLC, for Military Affairs and Mission Advocacy Services, be amended by: adding a new not-to-exceed amount for services of $400,600.00, thereby increasing the maximum indebtedness by $95,600, and to extend the period of service from March 31, 2014 to June 30, 2017. All other terms and conditions of the contract shall remain the same.

Attachments: Contract grant agreement marked Attachment "A".

Scope of Services marked Attachment "B".

**MILITARY AFFAIRS AND VETERANS DEPARTMENT**

117 W. Duval Street, Suite 175 | Jacksonville, FL 32202 | Phone: 904.630.3680 | Fax: 904.630.3422 | www.coj.net/Military

Attachment A

**Agreement # *S0066***

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

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

## I. GRANTEE AGREES:

### A. Performance Requirements:

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

### B. Type of Agreement:

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

### C. Agreement Period:

The term of this Agreement begins on July 1, 2016, and ends on June 30, 2017. DEO is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee's satisfactory performance of all duties and obligations hereunder, as determined by DEO.

### D. Agreement Payment:

This Agreement shall not exceed ***Ninety-Seven Thousand Nine Hundred Twenty-Five Dollars ($97,925.00)***, which shall be paid by DEO in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

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

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.

3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.

4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.

5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).

6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.

7. Renewal: This Agreement may not be renewed.

8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.

9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

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

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.

2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.

4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement,

except potential or actual authorized distributors, dealers, resellers, or service representatives.

7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

8. **Mandatory Disclosure Requirements:**

   a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.

   b. **Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.5 above for a period of thirty–six (36) months from the date of being placed on the convicted vendor list.

   c. **Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of $1 million or more, in executing this Agreement, Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or engaged in business operations in Cuba or Syria.

      1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.

      2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.

      3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

d. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;

2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;

3) submit bids, proposals, or replies on leases of real property to a public entity;

4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or

5) transact business with any public entity.

**9. Abuse, Neglect, and Exploitation Incident Reporting:**

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

**10. Information Release:**

a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.

f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator,**

**107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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

**a.** Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).

**b.** Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

**c.** Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

**1.** Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof). Invoices must also comply with the following:

**a.** Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.

**b.** Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.

**c.** Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

**2.** At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

**3.** Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are

measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.

4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

**http://www.myfloridacfo.com/aadir/interest.htm**

**H. Final Invoice:**

Grantee shall submit the final invoice for payment to DEO no later than ***45*** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

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

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."

2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

**J. Vendor Ombudsman:**

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

**K. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.

5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

**L. Employment Eligibility Verification:**

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Grantee to:

   a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,

**b.** Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

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

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

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

**M. Duty of Continuing Disclosure of Legal Proceedings:**

**1.** Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

**2.** This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

**3.** Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:

**a.** Grantee will be able to perform the Agreement in accordance with its terms and conditions; and

**b.** Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

**1.** Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such

assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that 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 Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and

project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.

7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

**O. MyFloridaMarketPlace Transaction Fee:** disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.032(1)(i), F.A.C.

**P. Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

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

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

**R. Information Resource Acquisition:**

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

**S. Insurance:**

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

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall 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 Grantee providing such insurance. The following types of insurance are required.

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

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

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

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

3. **Other Insurance:**

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

**T. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident"

means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

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

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

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

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable.

2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic

information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.

3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

**W. Independent Contractor Status:**

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

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. Electronic Funds Transfer:**

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

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

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

**II. GRANTEE AND DEO AGREE:**

**A. Renegotiation or Modification:**

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

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

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

**C. Termination:**

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

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

**2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C.,

governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:**

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

**D. Dispute Resolution:**

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

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

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

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

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact,

or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**H. Severability:**

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

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

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**J. Execution in Counterparts:**

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

***- Remainder of Page Intentionally Left Blank –***

**K. Contact Information for Grantee and DEO Contacts:**

| **Grantee's Payee:** | **Grantee's Agreement Manager:** |
|---|---|
| City of Jacksonville | Harrison Conyers |
| 117 Duval Street, Suite 175 | 117 Duval Street, Suite 175 |
| Jacksonville, Florida 32202 | Jacksonville, Florida 32202 |
| Telephone No.: (904) 630-3621 | Telephone No.: (904) 630-3621 |
| Fax No.: (904) 630-3422 | Fax No.: (904) 630-3422 |
| Email address: hconyers@coj.net | Email address: hconyers@coj.net |

**DEO's Agreement Manager:**

| |
|---|
| Ryan Butler |
| 107 East Madison Street |
| Tallahassee, Florida 32399-4120 |
| Telephone No.: (850) 717-8518 |
| Fax No.: N/A |
| Email address: Ryan.Butler@deo.myflorida.com |

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

**L. Notices:**

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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

- **Attachment 1:** Scope of Work
- **Exhibits A, B, C, and D to Attachment 1:** Quarterly Report, Financial Report, Invoice and Compliance Certification Form, and Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

***- Remainder of Page Intentionally Left Blank –***

**N. Execution:**

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

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

| **DEPARTMENT OF ECONOMIC OPPORTUNITY** | | **CITY OF JACKSONVILLE** | |
|---|---|---|---|
| **By** | _____ Signature | **By** | _____ Signature |
| | **Taylor Teepell** | | **Lenny Curry** |
| **Title** | **Director, Division of Community Development** | **Title** | **Mayor** |
| **Date** | _____ | **Date** | _____ |

**Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.**

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

**By:** _____

**Approved Date:** _____

***- Remainder of Page Intentionally Left Blank -***

**Attachment 1**
**SCOPE OF WORK**

## I. Project Description:

**A.** Section 288.980(4), Florida Statutes, established the Florida Defense Reinvestment Grant Program to respond to the need for the state to work in conjunction with defense-dependent communities in developing and implementing strategies and approaches that will help communities support the missions of military installations, and in developing and implementing alternative economic diversification strategies to transition from a defense economy to a nondefense economy. Sections 288.980(3)(a) and 288.980(3)(b), Florida Statutes, authorize the Department of Economic Opportunity to award grants related to the Florida Defense Reinvestment Grant Program for such activities as studies, presentations, analyses, plans, and modeling. Staff salaries are not considered an "activity" for which grant funds may be awarded. Travel costs and costs incidental thereto incurred by a grant recipient shall be considered an "activity" for which grant funds may be awarded. Section 288.980(7), Florida Statutes, limits the payment of administrative expenses to no more than ten (10) percent of this grant. Grants are provided to support community-based activities that:

1. Protect existing military installations;
2. Diversify the economy of a defense-dependent community, or;
3. Develop plans for the reuse of closed or realigned military installations, including any plans necessary for infrastructure improvements needed to facilitate reuse and related marketing activities.

**B.** The State Fiscal Year 2016-2017 funding for the grant is provided by Chapter 2016-66, Florida Laws, the 2016 General Appropriations Act, in:

| | |
|---|---|
| Line Item #2238 | Special Categories Grants and Aids – Military Base Protection ... Defense Reinvestment |

**C.** The purpose of this **Strategy, Analysis, and Support for Force Growth of Military in Jacksonville, FL** grant is to conduct advocacy efforts that are focused on the preservation of, and increase in, the economic impact of the U.S. Military to the City of Jacksonville and the State of Florida. Grantee, in cooperation with Jacksonville's Federal Advocates, the Chamber of Commerce, the Jacksonville Office of Economic Development, and U.S. Congresspersons, will use the grant funds to continue its advocacy work with the U.S. Congress and the U.S. Department of Defense (DoD) to bring job growth and build upon the relationships developed between the local and military stakeholders.

## II. Grantee Responsibilities:

### A. Statutory Requirements

Section 288.980(3)(c), Florida Statutes, requires that the Grantee:

1. Represent a local government with a military installation or military installations that could be adversely affected by federal actions.
2. Secure matching funds in an amount equal to thirty (30) percent of the Grant award.
3. Prepare a coordinated program or plan of action delineating how the eligible project will be administered and accomplished, which must include a plan for ensuring close cooperation

between civilian and military authorities in the conduct of the funded activities and a plan for public involvement. If part of an existing strategic plan, a copy of the plan must be included with the Grant Application submission.

4. Provide documentation describing the potential for changes to the mission of a military installation located in the applicant's community and the potential impacts such changes will have on the applicant's community.

**B. Project Scope**

During the term of the Agreement, the Grantee shall complete the following tasks:

1. Coordinate and undertake tasks and duties to leverage partnerships at the local, regional, and federal levels for the purposes of:
   a. Discussing and exploring opportunities to increase the viability and welfare of the local and regional military missions and installations;
   b. Advocating regarding the sequencing of DoD funds to military installations in Northeast Florida, which includes discussions to fast track funds for infrastructure improvements, monitoring budget processes, major program decisions, and major operational force changes that may impact the Jacksonville region.
2. Develop and produce a top level summary report of the DoD budget priorities to military and defense line items as they relate to Northeast Florida and the State of Florida. The completed report will provide the analysis necessary to shape effective advocacy for the Jacksonville region and impacted state military bases for the coming year.
3. Travel to Washington, D.C. to foster partnerships with military leadership to develop future considerations in mission protection, expansion, and enhancement activities to achieve the following objectives:
   a. Develop close cooperation and communications between local and federal civilian and military authorities through the creation of briefing papers, presentations, and/or talking points;
   b. Coordinate with Florida's Congressional delegation to provide a consistent message on the significant military value of the Northeast Florida military facilities;
   c. Discuss the benefits of bringing activities to the Jacksonville region, and the needs of the City of Jacksonville and the State of Florida.

**C. Deliverables.** The Grantee agrees to provide the deliverables specified below:

| **Deliverable No. 1 – Advocacy for the City of Jacksonville and NE Florida Military Installations** | | |
|---|---|---|
| **Tasks** | **Minimum Level of Service** | **Financial Consequences** |
| Grantee will facilitate and conduct meetings to advocate for the purposes and objectives listed in Section II.B., Project Scope.<br><br>Grantee shall complete and provide the written reports that document the task-specific activities completed for each quarter of services performed, on or before June 30, 2017. | Grantee shall successfully complete the tasks, as evidenced by the following:<br>• Conduct at least one (1) advocacy-related meeting for the purposes and objectives listed in in Section II.B., Project Scope;<br>• Periodic reports of advocacy-related meetings, which shall | Failure to perform the minimum level of service will result in non-payment for this Deliverable. |

| | | |
|---|---|---|
| Grantee may be reimbursed quarterly, up to $23,400, total not to exceed $93,600, for allowable expenses incurred that are directly related to Section II.B., Project Scope. | include a list of participating organizations, locations, dates, and summary of topics discussed for all meetings conducted during the month;<br>• Any consultant scope of services, or comparable documentation;<br>• Any applicable consultant invoices, including itemized costs; and<br>• Cancelled check(s) or other related payment receipt. | |
| | **Deliverable No. 1 Total Amount Not to Exceed: $93,600.00** | |

| **Deliverable No. 2 – Report on DoD budget priorities and its impacts to NE Florida Military** | | |
|---|---|---|
| **Tasks** | **Minimum Level of Service** | **Financial Consequences** |
| Grantee shall produce a summary of the Fiscal Year 2016 DoD and U.S. Navy budget priorities report and their impacts to Northeast Florida and the State. Grantee shall complete and provide the report on or before December 31, 2016.<br><br>Grantee may be reimbursed up to $2,000, upon completion of the report, for allowable expenses incurred that are directly related to Section II.B.2., Project Scope. | Grantee shall successfully complete and provide information and analysis on the Fiscal Year 2016 DoD and U.S. Navy budget priorities report. | Failure to perform the minimum level of service will result in non-payment for this Deliverable. |
| | **Deliverable No. 2 Total Amount Not to Exceed: $2,000.00** | |

| **Deliverable No. 3 – Advocacy-Related Meeting in Washington, D.C.** | | |
|---|---|---|
| **Tasks** | **Minimum Level of Service** | **Financial Consequences** |
| Grantee representatives will attend and participate in advocacy-related meetings in Washington, D.C. with military leadership for the purposes and objectives listed in Section II.B., Project Scope. | Grantee shall successfully complete the tasks, as evidenced by the following:<br>• Send at least one (1) Grantee representative to Washington, D.C. to participate in advocacy- | Failure to perform the minimum level of service will result in non-payment for this Deliverable. |

| | | |
|---|---|---|
| Grantee may be reimbursed for allowable travel expenses, for two (2) representatives to travel to Washington, D.C., to participate in advocacy-related meetings that are directly related to Section II.B., Project Scope. Grantee shall complete the travel on or before June 30, 2017. | related meetings with military leadership;<br>• A report of the advocacy-related meeting(s), which shall include a list of participating organizations represented, locations, dates, and summary of topics discussed; and<br>• Travel documentation for all attendees, which shall include itemized paid receipts for hotel, airfare, and transportation; and<br>• Cancelled check or other related payment receipt. | |
| | | **Deliverable No. 3 Total Amount Not to Exceed: $2,325.00** |

| **Deliverable No. 4 – Project Match** | | |
|---|---|---|
| **Tasks** | **Minimum Level of Service** | **Financial Consequences** |
| Grantee shall provide a minimum of 30% match by the end of the Agreement period and provide a summary of all match contributions. | Grantee shall provide a minimum of 30% match by the end of the Agreement period, as evidenced by submitting the Summary of all match contributions associated with the grant activities. | Failure to provide the 30% match by the end of the Agreement period will result in a reduction of the total grant award amount under this Agreement. The total maximum grant award shall be reduced proportionately to the amount of match not obtained. Grantee shall repay to DEO any amounts paid exceeding the maximum grant award as reduced.<br><br>For example, should Grantee match only 20% of the total grant award, the maximum award will be reduced by one third. [1 – (20%/30%) = 1/3] |
| | | **Deliverable No. 4 Total Match Required: $29,377.50** |

**Cost Shifting:** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement

Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

D. **Reports.** Reports shall be submitted electronically to DEO's Agreement Manager, specified in Section II.K. of the Agreement. In addition to other Reports provided for herein, the following reports shall be provided to DEO:

1. **Quarterly Reports.** Using the templates provided in Exhibit A and Exhibit B to Attachment 1, Scope of Work, the Grantee shall report at least quarterly on the progress of the project and expenditures. If no progress was made within the quarter, the quarterly report will state that. Reports may be made more frequently than once a quarter upon completion of milestones or other contracted deliverables. Quarterly reports shall be submitted in accordance with the schedule in the table below.

| Quarter | For Activity in Months of: | Quarterly Status Report due by: |
|---|---|---|
| Q 1 | July, August, and September | October 10 |
| Q 2 | October, November, and December | January 10 |
| Q 3 | January, February, and March | April 10 |
| Q 4 | April, May, and June | July 10 |

2. **Defense Grant Final Closeout Form.** Using the template provided in Exhibit D to Attachment 1, Scope of Work, the Grantee shall submit completed and duly executed by Grantee's authorized official the Defense Grant Final Closeout Form. The Grantee shall submit completed and signed Exhibit D as part of the last quarterly report. **Final disbursement shall be made only after DEO has approved the Defense Grant Final Closeout Form.**

3. **Final Audit Report.** The Grantee shall inform DEO's Agreement Manager within forty-five (45) days of project completion of the type of audit that will be delivered at the end of the agreement. Either: 1) within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to DEO a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating in its professional opinion the Grantee has complied with this Agreement (the "Final Audit Report"); or 2) if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to DEO at the time when such audit is completed (in any event, within one hundred twenty [120] days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement. **Failure to timely satisfy the Final Audit Report requirement may result in Grantee being deemed ineligible for future grant awards.**

E. **Matching Funds.**

1. **Match Amount.** Grantee shall secure and commit to providing, at a minimum, the thirty (30) percent of the Grant award (the "Matching Funds") required by Section 288.980(3)(c)2., Florida Statutes, to establish and maintain eligibility. The Matching Funds shall be received from the identified sources and types indicated in the Project Budget. The term for the Matching Funds shall be concurrent with the Agreement period, as specified in Section I.C. of the Agreement.

2. **Contribution Types.** For this purpose, the Matching Funds may consist of the following types:

   a. "Cash Contributions," which may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project; or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing; and,
   b. "In-Kind Contributions," which may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate; or volunteers who work on the project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall be deemed not to exceed forty dollars ($40.00) per hour.

3. **Remedies for Failure to Meet the Matching Funds Required.** It is the Grantee's responsibility to provide proof of the match with the invoice. If the Grantee fails to provide sufficient evidence to DEO that it secured the required Matching Funds by the end of the Agreement period, DEO may exercise any one or more of the following remedies:

   a. Reduction of Final Payment owed to the Grantee,
   b. Potential disqualification of Grantee from receiving future grant awards.

**III. DEO's Responsibilities:**

**A.** Monitor the ongoing activities of the Grantee through activities that may include, but are not necessarily limited to, phone calls, quarterly desk reviews of the documentation submitted for payment requests, and annual site visits to verify that all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.

**B.** Perform contract management responsibilities pursuant to the Agreement.

**C.** Review the Grantee's invoices described herein, and process them on a timely basis.

**D.** Maintain paper or electronic copies of all documents submitted to the extent required by law.

**E.** Reply to reasonable inquiries from the Grantee.

**F.** DEO will only submit payment requests to the Department of Financial Services upon satisfactory documentation of completion of the deliverables described in Exhibit C to Attachment 1.

**Notwithstanding anything else herein, DEO reserves the right to subcontract any of its responsibilities under this Agreement, to the extent allowable by law. In the event DEO subcontracts some responsibilities hereunder, Grantee agrees to cooperate fully with DEO's subcontractor regarding this Agreement unless and until DEO's Agreement Manager provides written notice to the contrary.**

## IV. Invoice Submittal and Payment Schedule:

DEO agrees to disburse funds under this Agreement in accordance with the amounts identified per deliverable in Section II.C., Deliverables, of Attachment 1, Scope of Work. In accordance with Section I.F.11, Funding Requirements of Section 215.971, Florida Statutes, of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project. Grantee may submit an invoice that requests reimbursement for costs related to one or more deliverables for all services rendered during the applicable period of time with the limitation of a maximum of no more than one (1) invoice per month.

The following documents shall be submitted electronically to DEO's Agreement Manager with the itemized invoice:

**A.** Completed and signed Invoice and Compliance Certification form from the Grantee, as shown in Exhibit C;

**B.** Quarterly Report, as described in Exhibit A, if the invoice submission date coincides with the quarterly reporting schedule submission date;

**C.** Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and

**D.** Any additional documents required by this Agreement or DEO's Agreement Manager.

The State may require any other information from the Grantee that the State deems necessary to verify that the services have been rendered under the Agreement. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

## V. Final Payment:

DEO shall hold for release a final payment of five thousand dollars and zero cents ($5,000.00) or ten (10) percent of the agreement amount per Section I.D. of this Agreement, whichever is less, upon DEO's receipt and acceptance of the Grant Agreement Final Closeout Report required by Section II.D.2. of Attachment 1, Scope of Work. **The acceptance of final payment, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of DEO by the Grantee from any and all claims, demands, and causes of action whatsoever to the extent arising from or related to this Agreement.**

## VI. Financial Consequences for Failure to Timely and Satisfactorily Perform:

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified in Section II.C., Deliverables, of Attachment 1, Scope of Work will result in assessment by DEO of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in this Agreement.

**VII. Notification of Instances of Fraud:**

All instances known or suspected by Grantee of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

**VIII. Grantee's Responsibilities upon Termination:**

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

**A.** stop work under this Agreement on the date and to the extent specified in the notice;

**B.** complete performance of such part of the work as shall not have been terminated by DEO;

**C.** take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and

**D.** upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**IX. Non-Discrimination:**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**X. Disposition of Project Property:**

**A.** Pursuant to Section I.P.7 of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the

fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

**B.** Grantee shall provide advance written notification to DEO, if during the five (5) year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Project property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.

**C.** Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

**1.** Grantee is authorized to retain ownership of the improvements to real property so long as:
- **a.** Grantee is not sold, merged or acquired;
- **b.** the real property subject to the improvements is owned by Grantee; and
- **c.** the real property subject to the improvements is used for the purposes provided in this Agreement.

**2.** If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in C.1. above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

**XI.** **Subcontracts**: Pursuant to subsection I.N.1 of the Agreement, this shall constitute written authorization of DEO for Grantee to subcontract work under this Agreement to vendors, subject to the requirements of I.N.2, without further written authorization from DEO.

***- Remainder of This Page Intentionally Left Blank –***

**Exhibit A to Attachment 1**
**Quarterly Report**

**Report for quarter #** _____ **Date of the report:** _____

**Agreement Number:** _____ **Grantee:** _____

**If no reimbursement request is being made, complete items 1-5. Reimbursement requests should include items 1-5, and the attachment outlined in item 6.**

1. Summary of the Activities completed during the Reporting Quarter, or if no activity took place, a statement of no activity.

2. Summary of Activities scheduled to be completed during the Reporting Quarter, but which were not completed, including the reasons such activities were not completed as scheduled.

3. End date of the Agreement: _____

   On track to complete project by the Agreement end date: _____ yes _____ no

   If no, justify:

4. State if Minority and Service-Disabled Veteran Business Enterprises were used in this project as noted in Section I.N.6. of this Agreement.

5. Estimated payment request for the following quarter.

6. If requesting a reimbursement, pursuant to Section IV.A., Invoice Submittal and Payment Schedule of Attachment 1, Scope of Work, the following items shall be included with your report:
   a. Completed and signed Invoice and Compliance Certification form, as shown in Exhibit C;
   b. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
   c. Any additional documents required by this Agreement, or required by DEO's Grant Agreement Manager.

**Exhibit B to Attachment 1**
**Financial Report**

**FINANCIAL REPORT FORM**
**2016-2017 DEFENSE REINVESTMENT GRANT PROGRAM**

| Grantee: | | Agreement Number: | | Report Date: | |
|---|---|---|---|---|---|

| Grant Period Ending: | ☐ | March 31 | ☐ | June 30 | ☐ | September 30 | ☐ | December 31 | Year: | | ☐ | **FINAL** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| **Budget Category** | **Local Matching Program Expenditures** | | | **State Funded Program Expenditures** | | | **Total Program Expenditures** | | |
|---|---|---|---|---|---|---|---|---|---|
| | | **Actual** | | | **Actual** | | | **Actual** | |
| | **Award Allocation** | **Current Quarter** | **Grant to Date** | **Award Allocation** | **Current Quarter** | **Grant to Date** | **Award Allocation** | **Current Quarter** | **Grant to Date** |
| **Line Item 1** | | | | | | | | | |
| Activity 1: | $ | $ | $ | $ | $ | $ | $ | $ | $ |
| Activity 2: | | | | | | | | | |
| **Line Item 2** | | | | | | | | | |
| Activity 3: | | | | | | | | | |
| Activity 4: | | | | | | | | | |
| **Line Item 3** | | | | | | | | | |
| Activity 5: | | | | | | | | | |
| Activity 6: | | | | | | | | | |
| **Total:** | $ | $ | $ | $ | $ | $ | $ | $ | $ |

**Attachment 2**
**AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

1. In the event that the recipient expends $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates

the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR Part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

**PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statues, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:
   http://www.myflorida.com/audgen/pages/flsaa.htm

**PART III: OTHER AUDIT REQUIREMENTS**

**N/A**

**PART IV: REPORT SUBMISSION**

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

   A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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

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

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

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

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

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

A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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

Email Address: flaudgen_localgovt@aud.state.fl.us

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

A. DEO at each of the following addresses:

**N/A**

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

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

## Exhibit C to Attachment 1
## Invoice and Compliance Certification Form

*This Invoice is a summary of all the costs that you are claiming at this time. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.*

Grantee:
Street Address:
City, State & Zip Code:
Contact Email:
Contact Phone *(Include Area Code)*:

Agreement Number:
Invoice Number:
Invoice Period *(Dates)*:
FEIN:
Fax *(Include Area Code)*:

To: **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**
107 East Madison Street
Tallahassee, FL 32399

**DESCRIPTION: Deliverables Including Minimum Performance Standards**

**Deliverable:** *(Specify the deliverable number, its description in the agreement, and the minimum performance standards met.)*

**Costs Associated with the Deliverable:** *(List the costs to be reimbursed associated with this deliverable. Provide the Name of the Contractor, the Contractor Invoice #, and the period covered by the invoice. A copy of the invoice, proof of payment via the front and back of the cancelled check or the credit card payment, and a zero balance from the contractor should be attached.)*

| Invoice Amount | Invoice Number | Invoice Period | Date Paid | Contractor/ Provider |
|---|---|---|---|---|

**Deliverable:**

**Costs Associated with the Deliverable:**

| Invoice Amount | Invoice Number | Invoice Period | Date Paid | Contractor/ Provider |
|---|---|---|---|---|

**Deliverable:**

**Costs Associated with the Deliverable:**

| Invoice Amount | Invoice Number | Invoice Period | Date Paid | Contractor/ Provider |
|---|---|---|---|---|

**TOTAL AMOUNT OF INVOICES REQUESTED FOR REIMBURSEMENT:** _____

**Grantee Certification:**
I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Grantee Name printed: Title:

Grantee Signature: Date:

## Exhibit D to Attachment 1

Rick Scott
GOVERNOR

Cissy Proctor
EXECUTIVE DIRECTOR

# Grant Agreement Final Closeout Form

| | |
|---|---|
| Recipient Name:<br>Vendor ID *(MyFloridaMarketplace)*:<br>FEIN:<br>Contract End Date:<br>Audit Report Date: | DEO Agreement Number:<br>Initial Agreement Amount:<br>Amount of DEO Funds Deobligated *(Forfeited)*:<br>Final Agreement Amount:<br>Amount of Matching Funds Received: |

**Section A: Financial Reconciliation**

| | |
|---|---|
| 1. Total Recipient Funds Received from DEO: | |
| 2. Total Recipient Expenditures: | |
| 3. Balance of Unexpended Program Income *(from Section B)*: | |
| 4. If 3 is negative, this amount must be refunded to DEO: | |
| 5. If 3 is positive, this amount must be remitted to the Grantee: | |

**Section B: Statement of Recipient Income**

*If there was no receipt of income earned under this Agreement, write NA under Source and continue to Section C.*
*If there was recipient income earned under this Agreement, provide the information requested below.*

| A. Source of Income | B. Amount of Income | C. Amount Expended | D. Balance (B-C) |
|---|---|---|---|
| | | | |
| **Total Income Earned** | | | |

**Section C: Property Inventory Certification**

*If no tangible property was purchased in the contract period, write NA under Description and continue to Section D.*
*All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to DEO if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of DEO.*

| Description and Serial Number(s) | Quantity | Acquisition | | Condition | Location |
|---|---|---|---|---|---|
| | | Cost | Date | | |
| | | | | | |

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

| | |
|---|---|
| Name: | Signature: |
| Title: | Date Signed: |

**Section E: Final Report Disclosure**

Explain any material changes in circumstances that may affect the outcome of commercial potential of the project.

| |
|---|
| |

----------*THE SECTION BELOW IS FOR DEO USE ONLY*----------

**Section F: DEO Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

| | |
|---|---|
| Name: | Signature: |
| Title: | Date Signed: |

**EXHIBIT 1 to Attachment 2**

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

N/A

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

N/A

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

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

State Project:

| | |
|---|---|
| State Awarding Agency: | Florida Department of Economic Opportunity |
| Catalog for State Financial Assistance Number: | 40.014 |
| Catalog for State Financial Assistance Title: | Military Base Protection |
| Total State Award Amount: | $97,925.00 |

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

1. The recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at https://apps.fldfs.com/fsaa/catalog.aspx and the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/compliance.aspx.
2. The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of the Grant Agreement.

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

***- Remainder of Page Intentionally Left Blank -***

**Attachment 3**
**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

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

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

   Did Grantee expend $500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

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

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

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

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

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

---

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

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

MILITARY AFFAIRS AND VETERANS DEPARTMENT

**Consultants Advocacy** **$93,600.00**

**($7,800.00/ month)**

Advocacy for future force growth (Nuclear Aircraft Carrier, Unmanned Aerial Vehicles, Littoral Combat Ships, Amphibious Readiness Group, E-2D aircraft), full utilization of NAVSTA Mayport and enhanced squadrons for NAS Jax.

**Report of Department of Defense budget** **$2,000.00**

R.J. Natter and Assoc. will produce a summary of the FY 2016 DoD and U.S. Navt budget priorities and their impact on NE Florida and the State of Florida on or before December 31, 2016.