



Kurvin Qualls, Chair
Kasey Cuchens, Vice-Chair

Austin L. Mount, Executive Director

West Florida Regional Planning Council Meeting Agenda

PLEASE MAKE NOTE OF THE MEETING LOCATION!!

Emerald Coast Convention Center, 1250 Miracle Strip Parkway, Fort Walton Beach, Florida

Thursday, September 29, 2016 at 4:30 p.m.

There will NOT be an Executive Committee meeting.

Call to Order – Mayor Kurvin Qualls, Chair

Pledge of Allegiance

Roll Call and Recognition of Call-In Members - Mayor Kurvin Qualls, Chair

ACTION ITEMS

- 1. Approval of the July 2016 Meeting Minutes**
No Presentation
- 2. Approval of May, June and July 2016 Financial Statements**
No Presentation
- 3. Pace-Pea Ridge Bicycle/Pedestrian Plan Technical Assistance**
Jill Lavender, WFRPC Staff
- 4. Commuter Assistance Supplemental Joint Participation Agreement (JPA) for FY 2016-2017**
Caitlin Cerame, WFRPC Staff
- 5. Comprehensive Economic Development Strategy (CEDS) 2016 Update Adoption**
Caitlin Cerame, WFRPC Staff
- 6. City of Bonifay Commercial Intent Overlay and Future Land Use Map Update Technical Assistance Project**
Caitlin Cerame, WFRPC Staff
- 7. Technical Assistance Agreement for the DeFuniak Springs Historical District Resource Update**
Jenny Cook, WFRPC Staff

8. **Emergency Planning Community Right-to-Know Act (EPCRA) Resolution**
Kathy Ahlen, WFRPC Staff
9. **The Pipeline and Hazardous Materials Safety Administration's (PHMSA) Hazardous Material Emergency Preparedness (HMEP) Training and Planning Grant Program**
Kathy Ahlen, WFRPC Staff
10. **Small Quantity Generators (SQG) FY2016/17 Contracts with Escambia, Santa Rosa, Okaloosa, Washington and Holmes Counties**
Kathy Ahlen, WFRPC Staff

INFORMATION ITEMS

11. **Update: "Parking Strategies as a Catalyst to Economic Development" Technical Assistance Project for City of Pensacola**
Jill Lavender, WFRPC Staff
12. **Executive Director Report**
Austin Mount, WFRPC Executive Director
13. **Monthly Highlights**
Austin Mount, WFRPC Executive Director
14. **TPO Actions Report**
Mary Beth Washnock, WFRPC Transportation Planning Manager
15. **Comments**
 - a. **Council Members**
 - b. **Ex Officio Members**
 - c. **Council Chair**
 - d. **Public**

The call in number for those unable to attend is **800-747-5150**, 7 digit Access code: **3327976**.

Next Meeting Tentatively Scheduled for: October 17, 2016

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West Florida Regional Planning Council
Meeting Minutes
Okaloosa County Administration Building
July 18, 2016 3:30 p.m.



Members Present: Mayor Kurvin Qualls, Town of Jay (Chairman)
Councilwoman Kasey Cuchens, City of Freeport
Councilman Jim Foreman, City of Destin
Councilman M.G. Moran, City of Fort Walton Beach
Commissioner Pam Henderson, City of Callaway
J.D. Smith, Governor Appointee
Commissioner Cecilia Jones, Walton County
Commissioner Wilson Robertson, Escambia County
Councilman Hector Solis, Panama City Beach (via call in)
Christina Coger, Northwest Florida Water Management District (Ex-officio) (via call in)
Virgie Bowen, FDOT (Ex-officio)

Others Present: Linda Little, FDOT
Jeff Fanto, Eglin Air Force Base
Ali Gorman, Carr, Riggs and Ingram
Alan Jowers, Carr, Riggs and Ingram
Kate Daniel, WFRPC Staff
Dawn Schwartz, WFRPC Staff
Austin Mount, WFRPC Staff
Brian Youpatoff, WFRPC Staff
Gina Watson, WFRPC Staff

Agenda Item I: Call to Order & Pledge of Allegiance

Chairman Qualls called the meeting to order. The pledge of allegiance was recited and prayer was held.

Agenda Item II: Telephone Roll Call

Councilman Solis participated via call-in.

Agenda Item III: Approval of the June 2016 Meeting Minutes

Chairman Qualls asked if there were any comments on the June meeting minutes.

Mr. Smith moved to approve the June 2016 meeting minutes as presented. The motion was seconded by Commissioner Jones and it was unanimously approved.

Agenda Item IV: Eglin Air Force Base Community Planning Overview

Chairman Qualls called on Mr. Fanto. Mr. Fanto provided a PowerPoint presentation that explained Eglin Air Force Base's efforts in installation planning and partnerships with the community to address land use and transportation needs and impacts. He explained his position as an ex-officio member on many boards throughout the community which is useful in helping coordinate these efforts. Mr. Fanto explained a recent project to create concrete reefs in the gulf waters. He said these have been very successful.

Commissioner Jones asked if this is also being done off the waters of Walton County. Mr. Fanto said discussions are being held with neighboring communities to find financially feasible ways to do so.

Mr. Smith asked if the military could be included on the WFRPC as an ex-officio member. Mr. Mount said the ex-officio membership is laid out in statute and military installations are not listed. However, application for governor appointee status is allowable. Mr. Fanto said he is happy to participate on any level and keep information flowing to the WFRPC.

Agenda Item V: WFRPC Audit Report

Chairman Qualls called on Ms. Schwartz. Ms. Schwartz said the draft was submitted to the board last month and that no significant changes have occurred. She introduced Mr. Jowers and Ms. Gorman with Carr, Riggs and Ingram to present.

Mr. Jowers agreed that there have been no significant changes to the draft submitted in June. He noted that there has been a very slight change in the overall cash flow amount due to a new accounting standard across the state that is in regards to the Florida Retirement System. He said the WFRPC's portion of that pension liability amounted to \$686,000 and is reflected in the numbers. He said the revenue to expenses ratio remained about the same as last year with approximately \$3 million coming in and going out. He explained two minor adjustments that were recommended and made that related to payroll and accounts payable.

Commissioner Robertson noted an approximate \$1 million difference between FY 2013-2014 and FY 2014-2015. Mr. Jowers noted that this was simply a timing issue regarding funds that were allocated for payment but payment had not yet been made for some trolleys. Payment was made and the numbers were balanced.

Commissioner Robertson moved to accept the WFRPC 2015 Audit as presented. The motion was seconded by Mr. Smith and it was unanimously approved.

Agenda Item VI: Department of Economic Opportunity Planning Technical Assistance Grants

Chairman Qualls called on Ms. Daniel. Ms. Daniel explained that Freeport and Chipley were both successfully awarded grants for community development. WFRPC staff assisted in the proposals and will now be helping both communities administer their grants. The City of Freeport was awarded \$32,000 to develop a Recreation Master Plan and Chipley was awarded \$25,000 to update their Community Redevelopment Plan. She said the agreements will be presented to their respective local government city councils in July/August.

Councilwoman Cuchens moved to authorize the WFRPC chairman to sign an agreement with the City of Chipley to develop a Community Redevelopment Plan and the City of Freeport to develop a Recreation Master Plan. The motion was seconded by Councilman Moran and it was unanimously approved.

Agenda Item VII: Revised Rules of the West Florida Regional Planning Council

Chairman Qualls called on Mr. Mount. Mr. Mount referenced the strike-thru/underline and the final draft versions of the Rules of the West Florida Regional Planning Council included in the agenda package. He said all recommended changes have been made and issues addressed and asked the board to consider finalizing them as presented.

Mr. Smith moved to approve Resolution WFRPC 2016-03 revising the Rules of the West Florida Regional Planning Council. The motion was seconded by Commissioner Jones and it was unanimously approved.

Agenda Item VIII: WFRPC Brownfields Program

Chairman Qualls called on Ms. Daniel. Ms. Daniel explained that in the past the WFRPC has received funding to help identify sites with contamination. At this time there are funds available for clean-up of previously identified brownfields. She said recent sites that have been cleaned up for future development include the Century Drug Store and the former Happy Store in Fort Walton Beach. She said at this time we are looking for other identified sites that need to be cleaned up.

Councilman Foreman noted that there is a contract for a new concrete plant in Destin. Ms. Daniel said the site may need to be assessed and the Department of Environmental Protection (DEP) has funding for assessments.

Commissioner Robertson noted that Escambia County has quite a few brownfields sites and has an environmental staff. He asked if the WFRPC could assist in any clean up. Ms. Daniel said the county can apply for these grant funds and beyond a certain dollar amount can apply for a loan.

Agenda Item IX: Appointment to Florida Regional Councils Association (FRCA) Policy Board

Chairman Qualls called on Mr. Mount. Mr. Mount explained that there are ten Regional Planning Councils in the state that participate in FRCA. There are three seats for each Regional Planning Council on FRCA's Policy Board. There are currently two vacancies on the board. Mr. Smith currently serves. Chairman Qualls and Vice Chairman Cuchens volunteered to serve.

Commissioner Robertson moved to appoint Chairman Kurvin Qualls and Vice Chairman Kasey Cuchens to the Florida Regional Councils Association (FRCA) Policy Board. The motion was seconded by Councilman Moran and it was unanimously approved.

Agenda Item X: Executive Director Briefing

Mr. Mount announced that he would like to have an end of the (fiscal) year annual dinner for the board members that serve on the WFRPC and the other boards staffed by the WFRPC. He said this dinner will be held in conjunction with the September board meeting at a time and place yet to be determined.

It was noted that the Florida League of Cities annual conference was being held the week of the August WFRPC meeting and it was suggested that this meeting be rescheduled to either August 8 or August 22.

Mr. Mount said on July 28 WFRPC staff will be presenting a community profile analysis to the City of Freeport along with a presentation on the rideOn program. Vice-Chair Cuchens said Freeport is very excited about this project and also welcomes rideOn

commuter assistance to Freeport, as there is much need for transportation services for workers there.

Next meeting to be determined. There being no further business, the meeting was adjourned.

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WEST FL RPC
 Balance Sheet
 As of 5/31/2016

	Current Year
Assets	
Current Assets	
Operating Cash	609,422.12
Operating Reserves	348,353.35
Accounts Receivable	1,515,919.48
Prepaid Expenses	17,759.01
Total Current Assets	2,491,453.96
Long-term Assets	
Property & Equipment	15,350.11
Total Long-term Assets	15,350.11
Total Assets	2,506,804.07
Liabilities	
Short-term Liabilities	
Accounts Payable	64,281.79
Walton/Okaloosa/Santa Rosa RUA Payable	850.45
Deferred Revenue	242,230.18
Total Short-term Liabilities	307,362.42
Total Liabilities	307,362.42
Net Assets	
Net Assets	
Unrestricted	2,154,736.43
Total Net Assets	2,154,736.43
Current YTD Net Income	44,705.22
Total Net Assets	2,199,441.65
Total Liabilities and Net Assets	2,506,804.07

WEST FL RPC
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 5/1/2016 Through 5/31/2016

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
PROJECT REVENUES				
Project Revenues	3,004,674.00	324,295.46	2,147,805.95	(856,868.05)
FTA Local Match	49,879.00	0.00	39,351.00	(10,528.00)
Project Fringe Reimbursement	0.00	25,286.93	86,885.22	86,885.22
Total PROJECT REVENUES	<u>3,054,553.00</u>	<u>349,582.39</u>	<u>2,274,042.17</u>	<u>(780,510.83)</u>
ADMIN REVENUE				
WFRPC Membership Dues	53,450.00	0.00	52,761.00	(689.00)
Ind Exp Reimb	773,968.00	83,526.84	481,269.45	(292,698.55)
Interest and Misc Income	0.00	250.05	182.65	182.65
Total ADMIN REVENUE	<u>827,418.00</u>	<u>83,776.89</u>	<u>534,213.10</u>	<u>(293,204.90)</u>
PROJECT EXPENSES				
Salaries & Fringe	1,460,235.00	154,808.11	914,412.17	545,822.83
Indirect Costs	773,968.00	83,526.84	481,348.17	292,619.83
Travel	80,000.00	8,951.49	77,629.26	2,370.74
Other Direct Expenses	722,686.00	66,687.90	665,256.03	57,429.97
Total PROJECT EXPENSES	<u>3,036,889.00</u>	<u>313,974.34</u>	<u>2,138,645.63</u>	<u>898,243.37</u>
ADMINISTRATIVE AND OPERATING EXPENSES				
Administrative: Salaries & Fringe	380,711.00	18,064.23	280,506.05	100,204.95
Operating: Audit Fees	28,000.00	15,000.00	15,000.00	13,000.00
Operating: Current Accounting Fees	12,000.00	331.77	5,536.48	6,463.52
Operating: Education	3,000.00	0.00	564.00	2,436.00
Operating: Equipment Maintenance	1,500.00	0.00	570.00	930.00
Operating: Expend/Debt Ser/Cap Lease	3,875.00	0.00	9,372.33	(5,497.33)
Operating: General Insurance	16,500.00	1,933.00	14,045.79	2,454.21
Operating: Memberships & Subscriptions	14,900.00	1,333.33	22,724.27	(7,824.27)
Operating: Miscellaneous Expense	0.00	35.00	71.00	(71.00)
Operating: Office Expense	10,850.00	3,939.51	17,784.64	(6,934.64)
Operating: Personnel Training	3,000.00	0.00	80.00	2,920.00
Operating: Postage	1,000.00	341.66	(2,076.27)	3,076.27
Operating: Professional Services	42,400.00	1,641.31	32,178.28	10,221.72
Operating: Purchase of Equipment	15,000.00	0.00	5,564.10	9,435.90
Operating: Rent	191,232.00	15,936.00	142,020.00	49,212.00
Operating: Telephone	17,000.00	1,384.35	11,119.35	5,880.65
Operating: Travel - Admin	13,000.00	622.43	2,643.90	10,356.10
Operating: Travel - Council & Committee	3,000.00	0.00	1,239.60	1,760.40
Operating: Utilities	17,000.00	904.52	7,024.67	9,975.33
Total ADMINISTRATIVE AND OPERATING EXPENSES	<u>773,968.00</u>	<u>61,467.11</u>	<u>565,968.19</u>	<u>207,999.81</u>
COUNCIL EXPENSES				
Council Expenses	71,114.00	2,008.59	58,936.23	12,177.77
Total COUNCIL EXPENSES	<u>71,114.00</u>	<u>2,008.59</u>	<u>58,936.23</u>	<u>12,177.77</u>
NET INCOME	<u>0.00</u>	<u>55,909.24</u>	<u>44,705.22</u>	<u>44,705.22</u>

WEST FL RPC
 Balance Sheet
 As of 6/30/2016

	Current Year
Assets	
Current Assets	
Operating Cash	596,395.63
Operating Reserves	348,353.35
Accounts Receivable	1,588,565.35
Prepaid Expenses	17,759.01
Total Current Assets	2,551,073.34
Long-term Assets	
Property & Equipment	11,272.47
Total Long-term Assets	11,272.47
Total Assets	2,562,345.81
Liabilities	
Short-term Liabilities	
Accounts Payable	66,029.71
Walton/Okaloosa/Santa Rosa RUA Payable	850.45
Deferred Revenue	329,734.69
Total Short-term Liabilities	396,614.85
Total Liabilities	396,614.85
Net Assets	
Net Assets	
Unrestricted	2,154,736.43
Total Net Assets	2,154,736.43
Current YTD Net Income	10,994.53
Total Net Assets	2,165,730.96
Total Liabilities and Net Assets	2,562,345.81

WEST FL RPC
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 6/1/2016 Through 6/30/2016

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
PROJECT REVENUES				
Project Revenues	3,004,674.00	346,673.91	2,494,479.86	(510,194.14)
FTA Local Match	49,879.00	0.00	39,351.00	(10,528.00)
Project Fringe Reimbursement	0.00	(42,631.45)	44,253.77	44,253.77
Total PROJECT REVENUES	<u>3,054,553.00</u>	<u>304,042.46</u>	<u>2,578,084.63</u>	<u>(476,468.37)</u>
ADMIN REVENUE				
WFRPC Membership Dues	53,450.00	0.00	52,761.00	(689.00)
Ind Exp Reimb	773,968.00	80,871.14	562,140.59	(211,827.41)
Interest and Misc Income	0.00	0.05	182.70	182.70
Total ADMIN REVENUE	<u>827,418.00</u>	<u>80,871.19</u>	<u>615,084.29</u>	<u>(212,333.71)</u>
PROJECT EXPENSES				
Salaries & Fringe	1,460,235.00	148,485.24	1,062,897.41	397,337.59
Indirect Costs	773,968.00	80,952.58	562,300.75	211,667.25
Travel	80,000.00	14,349.58	91,978.84	(11,978.84)
Other Direct Expenses	722,686.00	105,556.86	770,812.89	(48,126.89)
Total PROJECT EXPENSES	<u>3,036,889.00</u>	<u>349,344.26</u>	<u>2,487,989.89</u>	<u>548,899.11</u>
ADMINISTRATIVE AND OPERATING EXPENSES				
Administrative: Salaries & Fringe	380,711.00	25,441.71	305,947.76	74,763.24
Operating: Audit Fees	28,000.00	8,000.00	23,000.00	5,000.00
Operating: Current Accounting Fees	12,000.00	504.42	6,040.90	5,959.10
Operating: Education	3,000.00	0.00	564.00	2,436.00
Operating: Equipment Maintenance	1,500.00	114.38	684.38	815.62
Operating: Expend/Debt Ser/Cap Lease	3,875.00	1,194.00	10,566.33	(6,691.33)
Operating: General Insurance	16,500.00	3,118.50	17,164.29	(664.29)
Operating: Memberships & Subscriptions	14,900.00	685.82	23,410.09	(8,510.09)
Operating: Miscellaneous Expense	0.00	0.00	71.00	(71.00)
Operating: Office Expense	10,850.00	936.85	18,721.49	(7,871.49)
Operating: Personnel Training	3,000.00	895.00	975.00	2,025.00
Operating: Postage	1,000.00	608.75	(1,467.52)	2,467.52
Operating: Professional Services	42,400.00	2,994.10	35,172.38	7,227.62
Operating: Purchase of Equipment	15,000.00	1,589.09	7,153.19	7,846.81
Operating: Rent	191,232.00	15,936.00	157,956.00	33,276.00
Operating: Telephone	17,000.00	1,845.96	12,965.31	4,034.69
Operating: Travel - Admin	13,000.00	(1,079.64)	1,564.26	11,435.74
Operating: Travel - Council & Committee	3,000.00	0.00	1,239.60	1,760.40
Operating: Utilities	17,000.00	1,870.13	8,894.80	8,105.20
Total ADMINISTRATIVE AND OPERATING EXPENSES	<u>773,968.00</u>	<u>64,655.07</u>	<u>630,623.26</u>	<u>143,344.74</u>
COUNCIL EXPENSES				
Council Expenses	71,114.00	4,625.01	63,561.24	7,552.76
Total COUNCIL EXPENSES	<u>71,114.00</u>	<u>4,625.01</u>	<u>63,561.24</u>	<u>7,552.76</u>
NET INCOME	<u>0.00</u>	<u>(33,710.69)</u>	<u>10,994.53</u>	<u>10,994.53</u>

WEST FL RPC
 Balance Sheet
 As of 7/31/2016

	Current Year
Assets	
Current Assets	
Operating Cash	587,752.29
Operating Reserves	348,353.35
Accounts Receivable	1,629,999.02
Prepaid Expenses	17,759.01
Total Current Assets	2,583,863.67
Long-term Assets	
Property & Equipment	9,233.65
Total Long-term Assets	9,233.65
Total Assets	2,593,097.32
Liabilities	
Short-term Liabilities	
Accounts Payable	66,837.79
Walton/Okaloosa/Santa Rosa RUA Payable	850.45
Deferred Revenue	231,802.01
Total Short-term Liabilities	299,490.25
Total Liabilities	299,490.25
Net Assets	
Net Assets	
Unrestricted	2,154,736.43
Total Net Assets	2,154,736.43
Current YTD Net Income	138,870.64
Total Net Assets	2,293,607.07
Total Liabilities and Net Assets	2,593,097.32

WEST FL RPC
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 7/1/2016 Through 7/31/2016

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
PROJECT REVENUES				
Project Revenues	3,004,674.00	491,250.41	2,991,063.61	(13,610.39)
FTA Local Match	49,879.00	1,058.00	40,409.00	(9,470.00)
Project Fringe Reimbursement	0.00	72,619.87	116,873.64	116,873.64
Total PROJECT REVENUES	<u>3,054,553.00</u>	<u>564,928.28</u>	<u>3,148,346.25</u>	<u>93,793.25</u>
ADMIN REVENUE				
WFRPC Membership Dues	53,450.00	2,276.00	55,037.00	1,587.00
Ind Exp Reimb	773,968.00	104,116.40	666,256.99	(107,711.01)
Interest and Misc Income	0.00	0.05	182.75	182.75
Total ADMIN REVENUE	<u>827,418.00</u>	<u>106,392.45</u>	<u>721,476.74</u>	<u>(105,941.26)</u>
PROJECT EXPENSES				
Salaries & Fringe	1,460,235.00	197,513.45	1,260,410.86	199,824.14
Indirect Costs	773,968.00	104,116.40	666,417.15	107,550.85
Travel	80,000.00	11,452.68	103,431.52	(23,431.52)
Other Direct Expenses	722,686.00	168,794.10	939,606.99	(216,920.99)
Total PROJECT EXPENSES	<u>3,036,889.00</u>	<u>481,876.63</u>	<u>2,969,866.52</u>	<u>67,022.48</u>
ADMINISTRATIVE AND OPERATING EXPENSES				
Administrative: Salaries & Fringe	380,711.00	26,278.81	332,226.57	48,484.43
Operating: Audit Fees	28,000.00	4,000.00	27,000.00	1,000.00
Operating: Current Accounting Fees	12,000.00	3,401.37	9,442.27	2,557.73
Operating: Education	3,000.00	0.00	564.00	2,436.00
Operating: Equipment Maintenance	1,500.00	500.00	1,184.38	315.62
Operating: Expend/Debt Ser/Cap Lease	3,875.00	1,194.00	11,760.33	(7,885.33)
Operating: General Insurance	16,500.00	0.00	17,164.29	(664.29)
Operating: Memberships & Subscriptions	14,900.00	0.00	23,410.09	(8,510.09)
Operating: Miscellaneous Expense	0.00	0.00	71.00	(71.00)
Operating: Office Expense	10,850.00	1,867.87	20,589.36	(9,739.36)
Operating: Personnel Training	3,000.00	0.00	975.00	2,025.00
Operating: Postage	1,000.00	310.78	(1,156.74)	2,156.74
Operating: Professional Services	42,400.00	6,798.90	41,971.28	428.72
Operating: Purchase of Equipment	15,000.00	0.00	7,153.19	7,846.81
Operating: Rent	191,232.00	15,936.00	173,892.00	17,340.00
Operating: Telephone	17,000.00	1,534.31	14,499.62	2,500.38
Operating: Travel - Admin	13,000.00	994.09	2,558.35	10,441.65
Operating: Travel - Council & Committee	3,000.00	402.90	1,642.50	1,357.50
Operating: Utilities	17,000.00	1,576.53	10,471.33	6,528.67
Total ADMINISTRATIVE AND OPERATING EXPENSES	<u>773,968.00</u>	<u>64,795.56</u>	<u>695,418.82</u>	<u>78,549.18</u>
COUNCIL EXPENSES				
Council Expenses	71,114.00	2,105.77	65,667.01	5,446.99
Total COUNCIL EXPENSES	<u>71,114.00</u>	<u>2,105.77</u>	<u>65,667.01</u>	<u>5,446.99</u>
NET INCOME	<u>0.00</u>	<u>122,542.77</u>	<u>138,870.64</u>	<u>138,870.64</u>

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Agenda Item Number: 3

Meeting Date: September 29, 2016

SUBJECT: Pace-Pea Ridge Bicycle/Pedestrian Plan Technical Assistance

BACKGROUND: Community Planning Technical Assistance grants are offered by the Florida Department of Economic Opportunity (DEO) on an annual basis. This grant program began in 2011 with the purpose of assisting counties and municipalities in developing economic development strategies, meeting the requirements of the Community Planning Act, addressing critical local planning issues, and promoting innovative planning solutions to challenges identified by local government applicants. This year six projects were selected in the West Florida Regional Planning Council area.

Santa Rosa County has requested assistance from West Florida Regional Planning Council in completing their proposed projects. Santa Rosa County was awarded \$30,000 to develop a Bicycle/Pedestrian Plan for the Pace-Pea Ridge area. The project must be completed by June 15, 2017.

STUDY AREA: Pea Ridge/Pace – Santa Rosa County

FUNDING PERIOD: Date of Commencement – June 30, 2017

ATTACHED: Professional Staff Services Agreement

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign an agreement with Santa Rosa County to develop a Bicycle/Pedestrian Plan for the Pace-Pea-Ridge Area. Please contact Jill Lavender, WFRPC staff, at 1-800-226-8914, Extension 212 or Jill.Lavender@wfrpc.org if additional information is needed.

AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
WEST FLORIDA REGIONAL PLANNING COUNCIL
AND SANTA ROSA COUNTY
FOR THE PACE-PEA RIDGE BICYCLE/PEDESTRIAN PLAN

THIS AGREEMENT is entered into this _____ day of _____, 2016 by and between the West Florida Regional Planning Council (hereinafter referred to as “WFRPC”) and Santa Rosa County (thereinafter referred to as “COUNTY”).

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of WFRPC and the COUNTY in performing the technical assistance functions and to describe the cooperative procedures under which the technical assistance will be carried out.

II. WFRPC RESPONSIBILITIES

- A. WFRPC shall provide professional, technical, and administrative assistance in the development of the project titled **“Pace-Pea Ridge Bicycle/Pedestrian Plan”** as outlined in the attached Scope of Work.
- B. WFRPC shall make available to the COUNTY all plans and documents developed under Section II. A. above.

III. COUNTY RESEPOSIBILITIES

- A. The COUNTY shall provide data and information relevant to the Pace-Pea Ridge Bicycle/Pedestrian Plan, as outlined in the attached Scope of Work.
- B. The COUNTY shall provide the agreed upon funds as detailed in the attached Scope of Work.

IV. METHOD AND AMOUNT OF PAYMENT

WFRPC will submit invoices to the COUNTY as tasks are completed for the specified amounts as outlined in the attached Scope of Work. Subject to receipt of an invoice from WFRPC, the COUNTY agrees to pay WFRPC within thirty (30) days of receiving such invoice from WFRPC.

V. DURATION OF AGREEMENT AND TERMINATION WITH OR WITHOUT CAUSE

WFRPC shall complete the tasks as provided in the attached Scope of Work no later than June 30, 2017. Such schedule may be modified from time to time upon the mutual consent of the COUNTY and WFRPC. This Agreement shall remain in effect until terminated by either or both

parties to the Agreement. At any time, either the COUNTY or WFRPC may terminate this Agreement, with or without cause, with such termination effective immediately or by a specified date, by providing written notice of such termination; provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

VI. AMENDMENTS TO AGREEMENT

Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

VII. CONFLICT OF INTEREST

The WFRPC agrees it shall not contract with, or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The WFRPC further agrees it will neither take any action nor engage in any conduct that would cause any COUNTY employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. RECORDS

All records pertinent to the Agreement shall be retained by the COUNTY. WFRPC, however, shall be subject to all rules and requirements of the Chapter 119, Florida Statutes, including, but not limited to, the requirements set forth in F.S. 119.0701.

IX. LIABILITY

Each party agrees to hold the other party harmless, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the other party, its subcontractors or agents, if any, that is related to either party's performance or obligations pursuant to this Agreement, and shall fully indemnify the other party for all claims brought stemming therefrom.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator shall represent and act for the COUNTY and the Executive Director of WFRPC shall represent and act for WFRPC.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Santa Rosa County, Florida for all litigation between the parties and all issues

litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Santa Rosa County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XII. SOVEREIGN IMMUNITY

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability and any liability of the COUNTY for damages shall not exceed the statutory limits of liability, should said limits apply, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

XIII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XIV. INDEPENDENT CONTRACTOR

The Parties hereby acknowledge that WFRPC is an independent contractor, and neither WFRPC, nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives or employees of the COUNTY. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Each Party shall be responsible and liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits.

XV. ASSIGNMENT

Neither Party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

XVI. COMMENCEMENT DATE

This Agreement will commence on the _____ day of _____, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:

WEST FLORIDA REGIONAL
PLANNING COUNCIL

Kurvin Qualls
Chairman

ATTEST:

SANTA ROSA COUNTY

Lane Lynchard
Chairman

4



Agenda Item Number: 4

Meeting Date: September 29, 2016

SUBJECT: Commuter Assistance Supplemental Joint Participation Agreement (JPA) for Fiscal Year 2016-2017

BACKGROUND: The West Florida Regional Planning Council (WFRPC) has managed a Commuter Assistance program in Northwest Florida since 1976. The program is funded by the Florida Department of Transportation (FDOT). This agenda item requests board approval of a Supplemental Joint Participant Agreement to continue funding the Commuter Assistance program, known as rideOn, for Fiscal Year (FY) 2016-2017.

rideOn staff met with FDOT on September 15, 2016 to discuss the work plan for FY 2016-2017, which has been submitted to FDOT for final approval. Funding is the same as FY 2015-2016.

FUNDING AMOUNT: \$200,000

FUNDING PERIOD: October 1, 2016 through September 30, 2017

ATTACHED: Resolution WFRPC 2016-06, JPA, and rideOn Commuter Assistance Work Plan October 1, 2016 – September 30, 2017

RECOMMENDED ACTION: Approval of Resolution WFRPC 2016-06 authorizing the WFRPC chairman to sign and execute a supplemental agreement on behalf of the West Florida Regional Planning Council with the Florida Department of Transportation for a period of one year. Please contact Caitlin Cerame, WFRPC staff at 1-800-226-8914, Extension 203 or caitlin.cerame@wfrpc.org if additional information is needed.

RESOLUTION WFRPC 2016-06

A RESOLUTION OF THE WEST FLORIDA REGIONAL PLANNING COUNCIL AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, the West Florida Regional Planning Council (**COUNCIL**) has the authority to execute a Supplemental Joint Participation Agreement with the Florida Department of Transportation (FDOT) and to continue through September 30, 2016, a commuter assistance service project in the counties of Bay, Escambia, Holmes, Washington, Okaloosa, Walton, Santa Rosa, Jackson, Gulf and Calhoun; and

WHEREAS, the FDOT, to the extent feasible, places rideOn Commuter Assistance Services at an existing regional planning entity, such as a Regional Planning Council;

NOW, THEREFORE, BE IT RESOLVED by the West Florida Regional Planning Council that:

1. The **COUNCIL** authorizes the chairman to execute an agreement annually on behalf of the West Florida Regional Planning Council with the Florida Department of Transportation.
2. The **COUNCIL** has the authority to develop and authorizes the Executive Director to approve a scope of services describing the work to be completed for rideOn Commuter Assistance Program according to the Joint Participation Agreement.
3. The **COUNCIL** authorizes the Executive Director to sign any and all agreements or contracts that are required in connection with the commuter assistance program.
4. The **COUNCIL** authorizes the Executive Director to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents that may be required in connection with this or subsequent agreements.

Duly passed and adopted by the West Florida Regional Planning Council on this 29th day of September 2016.

WEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Kurvin Qualls, Vice Chairman

ATTEST: _____
Austin Mount, Executive Director



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 02

725-030-07
 PUBLIC TRANSPORTATION
 12/14

Page 1 of ____

Financial Project No(s): 41560628401 _____ (item-segment-phase-sequence) Contract No.: <u>ARM95</u>	Fund: <u>DDR</u> Function: <u>654</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088774</u> Object Code: <u>751000</u> Org. Code: <u>55032020329</u> Vendor No.: <u>F596500582001</u>
Catalog of Federal Domestic Assistance Number: _____		Catalog of State Financial Assistance Number: <u>55007</u>
CFDA Title: _____		CSFA Title: <u>Commuter Assistance</u>

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and WEST FLORIDA REGIONAL PLANNING COUNCIL
POST OFFICE BOX 11399, PENSACOLA FLORIDA 32524
 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 10th day of October, 2014, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$600,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended to continue funding for the RIDE ON, commuter assistance program, in promoting transportation alternatives services as described in Exhibit A of the contract.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased/ decreased by \$200,000.00
bringing the revised total cost of the project to \$600,000.00.

Paragraph 4.00 of said Agreement is increased/ decreased by \$200,000.00
bringing the Department's revised total cost of the project to \$600,000.00.

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement December 31st, 2017.

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

41560628401

Financial Project No(s)

Contract No. ARM95

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated October 10th 2014 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

WEST FLORIDA REGIONAL PLANNING COUNCIL

See attached Encumbrance Form for date of Funding Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

TITLE



**rideOn Commuter Services
Work Plan**

October 1, 2016 - September 30, 2017

Submitted by:



Work Plan
Florida Department of Transportation District 3
Commuter Assistance Program
rideOn Commuter Services

Project: Work Plan for
Continued Management and Operations of FDOT
District 3's rideOn Commuter Assistance Program

Support Funding Agency: Florida Department of Transportation
District 3 Public Transit Office

Agency Contact: Ms. Kathy Rudd, Public Transit Program Manager
850.330.1549
kathy.rudd@dot.state.fl.us

Submitting Agency/Organization: West Florida Regional Planning Council
PO Box 11399 | Pensacola, FL 32524
4081 E. Olive Rd, Suite A | Pensacola FL 32514

Submitting Agency Contact: Ms. Kate Daniel, Planning Manager
850.332.7976 x 245 | 1.800.226.8914 x 245
kate.daniel@wfrpc.org

Project Proposed Date: October 1, 2016 – September 30, 2017

Submitted: Revised August 2016

West Florida Regional Planning Council
rideOn Commuter Services
PO Box 11399 | Pensacola, FL 32524
850.332.7976 | 1.800.226.8914

Work Plan
Florida Department of Transportation District 3
Commuter Assistance Program
rideOn Commuter Services

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Work Plan
October 1, 2016 – September 30, 2017

PROJECT SUMMARY

The West Florida Regional Planning Council (WFRPC) proposes to operate and manage the rideOn commuter assistance program for District Three of the Florida Department of Transportation (FDOT). rideOn currently serves as FDOT's District Three Commuter Assistance Program (CAP) in the ten (10) western counties of the District. These counties are Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington (the Panhandle of Florida). Calhoun and Jackson Counties are shared with Commuter Services of North Florida. This document outlines a proposed work plan and a funding request for October 1, 2016 – September 30, 2017.

The primary objective of the rideOn program is to increase the use of shared rides for commuters. Ultimately, this objective will reduce the vehicle miles traveled and increase vehicle trips eliminated. rideOn will use Transportation Demand Management (TDM) strategies to meet program objectives and have the desired outcomes. TDM is defined as any action or set of actions intended to influence the intensity, timing and spatial distribution of vehicle demand for the purpose of reducing the impact of traffic, managing parking needs, reducing greenhouse gases, and enhancing mobility options. This will be accomplished through partnership and outreach with employers, commuters, and public entities.

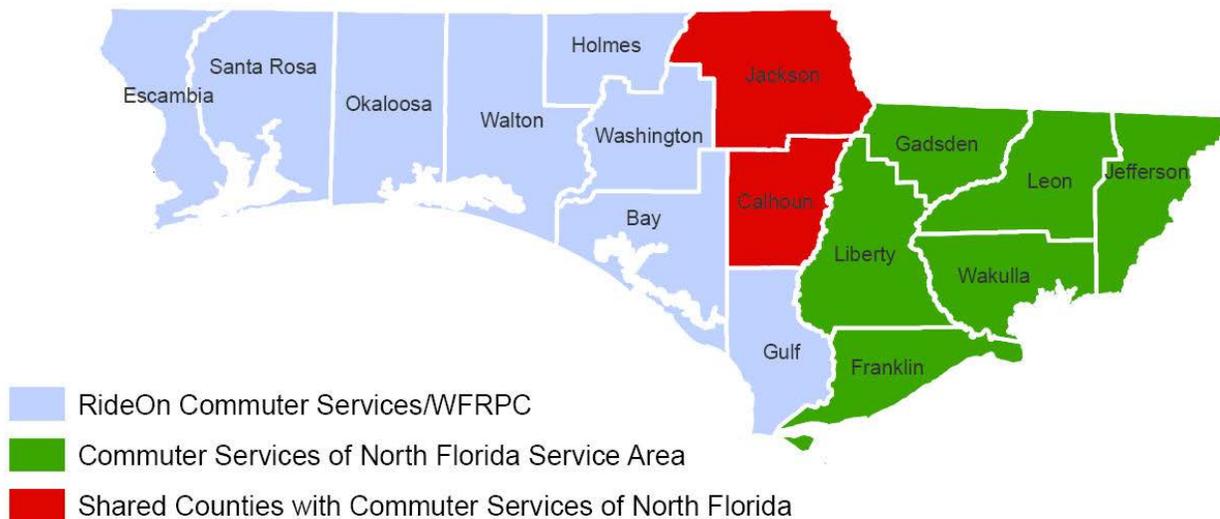
Details are in the work plan beginning on page six (6), addressing four (4) key program areas:

- Employer Services
- Commuter Services
- Marketing
- Reporting

PROPOSED SERVICE AREA

rideOn Commuter Assistance Program will focus on serving the needs of commuters and employers within a ten (10) county region of FDOT’s third district. The map below outlines the primary service area of the rideOn program in blue. Additionally, the impacts and benefits of this program are expected to extend to individuals and groups who commute in and out of the service area.

rideOn serves three metropolitan statistical areas (MSA): Pensacola-Ferry Pass-Brent MSA; Fort Walton Beach-Crestview-Destin MSA; Panama City-Lynn Haven MSA. These areas each have a Metropolitan Planning Organization, doing business as a Transportation Planning Organization (TPOs). The three individual TPOs staffed by the West Florida Regional Planning Council are the Florida-Alabama TPO, the Okaloosa-Walton TPO and the Bay County TPO.



TASKS

I. EMPLOYER SERVICES

Employer Services: Supportive employers are essential to a successful commuter assistance program. Conversely, employers can benefit from the rideOn program by improving job retention and addressing transportation issues for their employees. Keeping this in mind, rideOn staff will conduct outreach to employers throughout the 10-county rideOn region to implement TDM strategies, and provide customized rideshare programs as applicable to employers, employees, students, and job seekers.

1. Call on at least 15 (fifteen) potential clients annually. Calls may include on-site consultations, teleconference, educational tables, orientations, and company health fairs. Staff will seek to follow up with employers through multiple visits to create successful carpool/vanpool programs through ridematching registration. Staff will prioritize targeted industries of hospitality, military installations, prisons, central business districts, manufacturing, and distribution in focused corridors along the Gulf Coast such as 30A and US 98 and in rural areas with major employers.
2. Staff will provide the following services for employer assistance. Staff continues to receive training from CUTR and through attendance at educational opportunities including, but not limited to the Florida Commuter Summit, SEACT, ACT national conference, and ACT TDM Forum to stay up to date on current best practices.
 - a. Development, implementation, and analysis of surveys to identify employee transportation patterns or problems and developing appropriate solutions.
 - b. Information about Commuter Transportation Fringe Benefit option.
 - c. Develop solutions to address recruitment and retention problems that are transportation related.
 - d. Parking mitigation strategies.
 - e. Commute Trip Reduction Programs.
 - f. Training for Employee Transportation Coordinators.
3. Maintain an online employer resource guide. This guide, available on the rideOn website, contains information to assist employers that wish to develop a sustainable transportation plan while addressing their employee's commuting needs. It also includes information about transportation services available within the region including carpooling, vanpooling, transit, and bicycling.
 - Information about Best Workplaces for Commuters
 - Information about federal tax benefits
 - Carpool and vanpool formation.
 - Collateral pieces that employers can distribute to their employees.
4. Attend at least ten (10) Chamber of Commerce events. Explore membership advantages with Chambers of Commerce in the region as a marketing tool to advertise program and networking opportunities to build employer contacts.
5. Coordinate with community planners on military bases to expand the rideOn program within installations. Staff will meet with at least four (4) community planners and work towards expanding carpool/vanpool operations.
6. Develop a new employer database with name, address, and contact information. The database will assist with mail campaigns and regular communication with clients. Regular communication with targeted employers keeps them engaged in the program and supports continued ridematching registration from employees.

II. COMMUTER SERVICES

The rideOn program will utilize a number of tools to assist commuters seeking to find more economical, reliable, and environmentally friendly methods of getting to and from work. Staff will assist commuters by developing and providing services that encourage and facilitate carpooling and vanpooling. The activities associated with this task are:

1. Provide computerized carpool and vanpool ridematching services through the use of ride matching software. This web-based software allows commuters to identify co-workers and neighbors with whom they can rideshare. The system also functions as a commuter tracking mechanism and can collect data about regional commuter travel patterns and vehicle miles traveled.
2. Increase the number of rideOn registrants by 5% each year, in order to establish metrics for growth in the ridematching system. The baseline number to measure percentage of growth will be the current active applicants of 1,313.
3. Distribute a windshield survey with guidance from CUTR or FSU Marketing Institute to capture demographic information and transportation behaviors of commuters. This survey will be distributed at park and ride lot locations across the region.
4. Maintain and improve the database on an ongoing basis by correcting user errors, identifying existing carpools, purging users that no longer want to be active with the program and updating registration fields to collect accurate information.
5. Maintain the toll-free hotline (1.800.342.5557) on an ongoing basis for regional commuters to access information on transportation options throughout the region. Follow up with written or a telephone response as necessary. The hotline is available 24 hours, seven days a week and rideOn staff is available from 7:45 AM-4:45 PM daily, Monday through Friday.
6. Offer an Emergency Ride Home Program for qualified rideOn commuters on an ongoing basis. The ERHP program offers a value-added service to these agencies and sharing the cost of advertising minimizes direct or disproportionate financial burdens on the rideOn program.
7. Promote vanpooling services to regional commuters on an ongoing basis. Work with private and public vanpool operators (ex. Greenway Shuttles, Sunshine Shuttles, Enterprise, and VanGo of Northwest Florida) to promote and facilitate access to vanpool services.

III. MARKETING & COMMUNICATIONS

Developing effective marketing and communication strategies and messages is key to informing the public about a program or service. The communications strategy outlined in this section identifies the most effective use of marketing funds to promote services to receptive target audiences. The communications tasks proposed are intended to educate commuters and employers about the available services and will prompt them to register for the program.

1. Maintain a stand-alone program website. The rideOn website is an instrumental component of the program's overall marketing strategy. It minimizes cost by offering a low-cost communications and service delivery tool. The proposed rideOn website offers the following features:
 - a. Online ridematching and ERHP registration capabilities.
 - b. Information about vanpooling and public transit services available to commuters within the rideOn service area.
 - c. Location of regional park and ride facilities.
 - d. Employer resource guide.
 - e. A blog/newsletter component that will allow rideOn staff to relay information about the program.
2. Maintain a rideOn Facebook page. Social Media is an undeniably powerful, but inexpensive communications tool. The rideOn program will maintain a Facebook page and post work-trip information such as the establishment of new services by rideOn or other transportation providers within the region. Facebook can also be used to market projects with specific employers and commuter challenges.
3. Develop and release a quarterly newsletter to current members to keep them engaged in the program. Staff will recognize the contribution of existing members through appreciation strategies to generate buy-in and positive public relations.
4. Distribute print collateral. The rideOn program has developed a specific set of print collateral to promote the services it offers. These print collateral pieces can be distributed at employment sites or through direct-mail. The print collateral rideOn will distribute are:
 - a. Employer Resource Guide to provide a general overview of program benefits.
 - b. Employer orientation packet with specific details on how to implement the program.
5. Utilize E-blast and event sponsorship opportunities with Chamber of Commerce, Society of Human Resources Management, and military installation partnerships.
6. Issue news releases to local publications and news outlets that relay the benefits of the rideOn program. Submissions will be made quarterly.
7. Provide promotional items and advertising materials at employment sites. The purpose of developing these promotional items is to provide desirable takeaways at events with the intent of broadening greater awareness of the program. Some of these promotional items will be higher cost, valued items that can be used as incentives in contests to encourage the completion of a ridematching application.
8. Continue to develop partnerships with public transportation agencies within the region to cross-promote services. Partnerships with agencies such as Escambia County Area Transit, ECRider, Tri-County Community Council, and Bay Town Trolley provide an opportunity to promote rideOn in a cost-effective manner.
9. Promote the use of Park and Ride lots including hosting events in lots around the region, marketing the lots through social media, partnering with private and public entities, and advertising the rideOn program, where

possible, so that commuters can learn more about rideOn and the benefits of the program. The intent of this is to build awareness and increase the usage of lots by commuters.

10. Promote bicycle commute options including marketing resources for bicycle commuters and promoting Bike to Work Week. Staff will explore partnership opportunities with public entities, bicycle shops, and bicycling advocates.
11. Promote transit commute options including marketing transit options throughout the region and partnering with a transit provider for Dump the Pump Day. Events like Dump the Pump Day encourage the use of public transportation to save money and the environment.

IV. REPORTING

In order to ensure that progress is being made toward the completion of tasks outlined in the work plan, rideOn will complete:

QUARTERLY PROGRESS REPORTS

rideOn staff will prepare and submit timely quarterly progress reports to the FDOT District 3 office. These reports will contain a narrative summary of all activities staff undertook during the preceding quarter in accordance with the reporting requirements and performance measures of both the FDOT Central office and the District 3 office as outlined in the FDOT *Commuter Assistance Program Procedure* (No. 725-030-008). The quarterly progress report will contain a summary of:

- commuters assisted;
- commuter mode shifts;
- number of vehicle trips and parking needs reduced or eliminated;
- reduction in vehicle miles traveled (VMT);
- ERHP participants and mode distribution; and
- marketing and communication efforts

FINANCIAL AND BUDGETARY REPORTING

A financial report, including expenditures will be submitted to FDOT District 3 on a quarterly basis for billing purposes, and will detail expenditures incurred. WFRPC will maintain comprehensive financial records in compliance with State of Florida guidelines. rideOn staff will review the quarterly progress report and the financial report with FDOT.

PROCUREMENT

All third party procurements will be conducted in accordance with Chapter 287, Florida Statutes, Chapter 60A FAC.

PROGRAM STAFF AND RESOURCES

Executive Director

This position works with Planning Manager and Planners to ensure the requirements of the Joint Partnership Agreement are met. Provides insight on various responsibilities of the rideOn program and offers guidance as needed.

Planning Manager

This position will oversee all aspects of the rideOn program and work with planners to ensure the requirements of the Joint Participation Agreement are met.

Planner

This position is under the direction of the Planning Manager and Executive Director and will implement the JPA, working on a variety of tasks associated with managing and operating a regional commuter assistance program. The primary activities of this position is field work to promote the program and maintenance of the online ridematching database, preparing and presenting reports, and conversing with transit, TDM and transportation planning organizations and services; serving on project teams for local and regional TDM projects; working with city, county, state and agencies; presenting the rideOn program to major employers; other duties include attending meetings, maintaining and updating entries within a database, constructing and mailing promotional materials, memorandums, spreadsheets, and documents; and other duties as assigned; assist with completion of all budgets, reports and project proposals for District 3; coordinate with Public Outreach Coordinator to develop marketing strategies for employers and existing customer base.

Planner

This position is under the direction of the Planning Manager and Executive Director and will implement the JPA, working on a variety of tasks associated with managing and operating a regional commuter assistance program. The primary activities of this position is field work to promote the program and maintenance of the online ridematching database, preparing and presenting reports, and conversing with transit, TDM and transportation planning organizations and services; serving on project teams for local and regional TDM projects; working with city, county, state and agencies; presenting the rideOn program to major employers; other duties include attending meetings, maintaining and updating entries within a database, constructing and mailing promotional materials, memorandums, spreadsheets, and documents; and other duties as assigned; assist with completion of all budgets, reports and project proposals for District 3; coordinate with Public Outreach Coordinator to develop marketing strategies for employers and existing customer base.

Geographic Information System (GIS) Coordinator

The GIS Coordinator will provide technical support and coordination of rideOn software, database development, software revisions, updates, and maintenance. The GIS Coordinator will work closely with planners to update the major employer lists as needed, and completing special projects.

Public Involvement Coordinator

The Public Outreach Coordinator will develop and implement marketing and advertising strategies, and will assist in efforts to increase rideOn brand awareness.

Administrative and Support Staff

Administrative and support staff will maintain and update entries within the rideshare software, construct and mail promotional materials and scan documents for electronic filing, using standard office equipment, utilizing Microsoft Office software programs to create letters, memorandums, spreadsheets, and documents; and other duties as assigned.

Financial Staff

Financial staff will process invoices with necessary back up documents in accordance with Florida Department of Transportation standards.

Commuter Assistance 16/17 Budget

JPA: ARM95

Budget	ARM95
Category	Account Title
Salaries and Fringe	
01	Salaries & Fringe
	\$ 149,034.68
Marketing/Communications	
04	Professional Services
	500.00
31	Printing
	1,875.00
09	Promotional Items
	1,500.00
99	Media
	18,750.00
Other Expenses	
05	Member Subscriptions
	4,366.00
74	Postage
	500.00
96	Emergency Ride Home
	3,000.00
03	Travel
	13,995.00
32	Office Supplies
	500.00
02	Indirect Cost
	81,447.45
	<u>\$ 275,468.13</u>
	Carryover
	<u>\$ (49,691.63)</u>

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Agenda Item Number: 5

Meeting Date: September 29, 2016

SUBJECT: Comprehensive Economic Development Strategy (CEDS) 2016 Update Adoption

BACKGROUND: In 1995, the WFRPC region was designated an Economic Development District (EDD) by the U.S. Department of Commerce Economic Development Administration (EDA). Developing a Comprehensive Economic Development Strategy (CEDS) is a prerequisite for most EDA planning programs. The CEDS is a working document used by both the private and public sectors, and is aimed at helping expand private-public partnerships.

A CEDS is designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen regional economies. The CEDS should analyze the regional economy and serve as a guide for establishing regional goals and objectives, developing and implementing a regional plan of action, and identifying investment priorities and funding sources. In 2015 alone, one initiative from the CEDS resulted in \$3,000,000 of private sector investment.

The CEDS Committee is comprised of diverse public and private sector representatives. Each year new members along with existing members meet to review the CEDS, provide status updates for strategic projects, programs, and activities, and to revise Goals & Objectives as needed.

The annual CEDS meeting was held on July 19, 2016 at the City of Destin. The final CEDS update draft was made available for public comment and review from August 2, 2016 through September 3, 2016. On September 8, 2016 the CEDS Committee met to review the final CEDS update draft, public comments received during the comment period and to adopt the 2016 CEDS Update. A copy of the CEDS is available at <http://www.wfrpc.org/programs/comprehensive-economic-development-strategy>.

RECOMMENDED ACTION: Adoption of the 2016 CEDS Update. Please contact Caitlin Cerame, WFRPC staff, at 1-800 226-8914, Extension 203 or caitlin.cerame@wfrpc.org or if additional information is needed.

6



Agenda Item Number: 6

Meeting Date: September 29, 2016

**SUBJECT: City of Bonifay Commercial Intent Overlay and Future Land Use Map Update
Technical Assistance Project**

BACKGROUND: The proposed technical assistance project is for an update of the City of Bonifay's Future Land Use Map (FLUM) and creation of a Commercial Intent Overlay (Overlay) around the Hwy 79 corridor. The Overlay will be used as a planning tool to encourage commercial development in a targeted area. Parcels within the Overlay will have the benefit and flexibility of going through an expedited review process should property owners choose to amend their land use. Having proper land use in place is crucial to attracting businesses because of the time and financial expense that goes into amending future land use.

STUDY AREA: City of Bonifay

FUNDING SOURCE: City of Bonifay

FUNDING AMOUNT: \$6,500

FUNDING PERIOD: West Florida Regional Planning Council (WFRPC) will have 8 months from the execution of the agreement to complete the project.

ATTACHED: Agreement and Scope of Work

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign the agreement for professional staff services between WFRPC and the City of Bonifay to update the city's Commercial Intent Overlay and Future Land Use Map. Please contact Caitlin Cerame, WFRPC staff, at 1-800-226-8914, Extension 203 or Caitlin.Cerame@wfrpc.org if additional information is needed.

AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
WEST FLORIDA REGIONAL PLANNING COUNCIL
AND THE CITY OF BONIFAY FOR THE
COMMERCIAL INTENT OVERLAY AND FUTURE LAND USE MAP UPDATE

THIS AGREEMENT is entered into this ____ day of _____, 2016 by and between the West Florida Regional Planning Council (hereinafter referred to as “WFRPC”) and the City of Bonifay (thereinafter referred to as the “CITY”).

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of WFRPC and the CITY in performing the technical assistance functions and to describe the cooperative procedures under which the technical assistance will be carried out.

II. WFRPC RESPONSIBILITIES

- A. WFRPC shall provide professional, technical, and administrative assistance in the development of the project titled “**Commercial Intent Overlay and Future Land Use Map Update**” as outlined in the attached Scope of Work.
- B. WFRPC shall make available to the CITY all maps and documents developed under Section II. A. above.

III. CITY RESEPNOSIBILITIES

- A. The CITY shall provide data and information relevant to Commercial Intent Overlay and Future Land Use Map Update, as outlined in the attached Scope of Work.
- B. The CITY shall provide the agreed upon funds as detailed in the attached Scope of Work.

IV. METHOD AND AMOUNT OF PAYMENT

WFRPC will submit invoices to the CITY as tasks are completed for the specified amounts as outlined in the attached Scope of Work. Subject to receipt of an invoice from WFRPC, the CITY agrees to pay WFRPC within thirty (30) days of receiving such invoice from WFRPC.

V. DURATION OF AGREEMENT AND TERMINATION WITH OR WITHOUT CAUSE

WFRPC shall complete the tasks as provided in the attached Scope of Work within eight months of the effective date of this agreement. Such schedule may be modified from time to time upon the mutual consent of the CITY and WFRPC. This Agreement shall remain in effect until

terminated by either or both parties to the Agreement. At any time, either the CITY or WFRPC may terminate this Agreement, with or without cause, with such termination effective immediately or by a specified date, by providing written notice of such termination; provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

VI. AMENDMENTS TO AGREEMENT

Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

VII. CONFLICT OF INTEREST

The WFRPC agrees it shall not contract with, or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The WFRPC further agrees it will neither take any action nor engage in any conduct that would cause any CITY employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. RECORDS

All records pertinent to the Agreement shall be retained by the CITY. WFRPC, however, shall be subject to all rules and requirements of the Chapter 119, Florida Statutes, including, but not limited to, the requirements set forth in F.S. 119.0701.

IX. LIABILITY

Each party agrees to hold the other party harmless, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the other party, its subcontractors or agents, if any, that is related to either party's performance or obligations pursuant to this Agreement, and shall fully indemnify the other party for all claims brought stemming therefrom.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the City Clerk shall represent and act for the CITY and the Executive Director of WFRPC shall represent and act for WFRPC.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Holmes County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of

Holmes County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XII. SOVEREIGN IMMUNITY

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability and any liability of the CITY for damages shall not exceed the statutory limits of liability, should said limits apply, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

XIII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XIV. INDEPENDENT CONTRACTOR

The Parties hereby acknowledge that WFRPC is an independent contractor, and neither WFRPC, nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives or employees of the CITY. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Each Party shall be responsible and liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits.

XV. ASSIGNMENT

Neither Party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:

WEST FLORIDA REGIONAL
PLANNING COUNCIL

Kurvin Qualls
Chairman

ATTEST:

CITY OF BONIFAY

Lawrence Cloud
Mayor

Project Name: City of Bonifay Commercial Intent Overlay and Future Land Use Map Update

Purpose: To provide technical assistance for the development of a Commercial Intent Overlay of parcels adjacent and close to Hwy 79 corridor and to update the City’s Future Land Use Map.

WFRPC Project Manager: Kate Daniel

WFRPC Team Staff: Austin Mount, *Executive Director*
Kate Daniel, *Planning Manager of Community and Economic Development*
Caitlin Cerame, *Economic Development Planner*
Jessica Paul, *GIS Coordinator*
Brittany Ellers, *Public Involvement Coordinator*

Assistance From Others: City of Bonifay

Deliverable(s): GIS-based Future Land Use Map (FLUM)
Neighborhood Information Meetings
Commercial Intent Overlay Map
Map of parcels within Overlay that have opted to amend to General Commercial
Revised Comprehensive Plan with Commercial Intent subsection language
Submission of Comprehensive Plan Amendment Package to Florida Department of Economic Opportunity (DEO)
Presentations to the Chipley City Council of Comprehensive Plan Amendment

Proposed Fee: \$6,500 Total Cost

Proposed Schedule: West Florida Regional Planning Council (WFRPC) will have 8 months from the execution and delivery of the Agreement for Professional Staff Services to complete the project.

Project Overview

The proposed technical assistance project is for an update of the City of Bonifay's Future Land Use Map (FLUM) and creation of a Commercial Intent Overlay (Overlay) around the Hwy 79 corridor. The Overlay will connect with the Commercial Intent Overlay of both Holmes and Washington counties. The Overlay will be used as a planning tool to encourage commercial development in a targeted area. Parcels within the Overlay will have the benefit and flexibility of going through an expedited review process should property owners choose to amend their land use. Having proper land use in place is crucial to attracting businesses because of the time and financial expense that goes into amending future land use.

The FLUM update will include any future land use amendments that have occurred since the last update. It will also update any amendments that were approved through the last Evaluation and Approval Report. It will be necessary for West Florida Regional Planning Council (WFRPC) and the City of Bonifay to coordinate with Holmes County to confirm land uses of annexed properties over the past 10-15 years.

The City's Comprehensive Plan will be updated to include a Geographic Information Systems (GIS) map and language explaining the intent, purpose, and standards for development review within the Overlay. Following public outreach, staff will present the final draft Overlay to the Council for a recommendation of transmittal to the Department of Economic Opportunity.

Tasks and Deliverables

Task One: Update of the Future Land Use Map

Staff will review and update the 2010 Future Land Use map. The City of Bonifay will provide a list of any future land use amendments and related ordinances since the 2010 Comprehensive Plan FLUM adoption and these amendments will be incorporated into the GIS-based FLUM. A final version will be provided to the City in both PDF and ArcMap formats.

Deliverables: GIS-based Updated Future Land Use Map in PDF and ArcMap formats

Task Two: Neighborhood Information Meetings

Neighborhood Information Meeting will be held initially to educate citizens and property owners within the proposed overlay about what the Overlay is and how it will be used. Staff will explain the intent and purpose behind the Overlay and provide opportunity for citizens to comment and ask questions. Staff will follow up with a written letter to all property owners within and around the Overlay requesting they notify the City of the following:

1. Would they like to opt out of the Overlay?
2. Would they like to opt into the Overlay?
3. Would they like to opt into the Overlay AND amend their future land use designation to "General Commercial"?

Another information meeting will be held after the citizen letter deadline to explain the results and answer additional questions about the process.

Deliverables: Summary of advertised Neighborhood Information Meetings and citizen input.

Task Three: Commercial Intent Overlay Map and FLUM amendments

A GIS map with the Commercial Intent Overlay boundary will be generated. The parcels that property owners have opted to amend to General Commercial will be identified.

Deliverables: Commercial Intent Overlay Map to be added to the City's Comprehensive Plan after adoption. Summary of parcels and acreage to be amended to General Commercial.

Task Four: Commercial Intent Language added to the City of Bonifay Comprehensive Plan.

An Overlay Section with policies, goals, and objectives will be developed for the City's Comprehensive Plan. This language will aid the City in implementing the Overlay properly in the future and explain the expedited review process for parcels within the Overlay.

Deliverables: A new subsection within the Comprehensive Plan outlining the Commercial Intent Overlay.

Task Five: Submission to Florida Department of Economic Opportunity

Staff will initiate the expedited state review process for a Comprehensive Plan amendment of the updated FLUM and Commercial Intent Overlay. Following an initial round of public hearings, an amendment package including one paper copy, and two electronic copies on a CD ROM in Portable Document Format (PDF) will be transmitted to the Department of Economic Opportunity and other state agencies. State Land Planning Agency will issue its comment letter to the city. The local government must receive comments from review agencies within 30 days of receipt of the proposed plan amendment package.

Deliverable: Presentation of draft Overlay to Bonifay City Council and confirmation of submission of Comprehensive Plan Amendment Package.

Task Six: Adoption of the updated Comprehensive Plan by the Bonifay City Council

Staff will present the updated Future Land Use Map and Commercial Overlay to the Bonifay City Council for review and adoption. Following adoption of the Comprehensive Plan amendment, WFRPC will submit five color hard copies and five CDs of the updated Comprehensive Plan to the City.

Deliverable: Presentation to the Bonifay City Council of Comprehensive Plan Amendment adoption.

Deliverables Submission

Deliverables will be submitted to the City Clerk. WFRPC will invoice the city upon submission of the deliverables following the schedule below:

Deliverable	Invoice Amount
GIS-based Updated Future Land Use Map in PDF and ArcMap formats	\$3,500
Two Neighborhood Information Meetings	\$1,000
Commercial Intent Overlay Map	\$500
Updated Comprehensive Plan language for Overlay	\$300
Submission of Amendment Package to DEO	\$200
Two presentations to the Bonifay City Council	\$1,000
<i>Total Project Cost</i>	\$6,500

Project Coordination

WFRPC staff and City staff will hold monthly meetings by conference call to discuss the status of the project. These meetings will occur on a regular date determined by both groups following the execution of Agreement for Professional Staff Services.

Project Team

Project Manager: Kate Daniel, Planning Manager of Community and Economic Development

Kate Daniel is the Planning Manager of Community and Economic Development at West Florida Regional Planning Council (WFRPC). Kate has experience in economic and community development, working for a year as the WFRPC Economic Development Planner, and serving a year as an intern with the City of Tallahassee Community Redevelopment Agency. Kate also serves as the WFRPC Brownfields Coordinator, and provides technical assistance on a variety of projects throughout northwest Florida. In addition to working in community and economic development, Kate has experience in transportation planning, including long range planning, intelligent transportation systems, and transportation systems management. Kate has a B.A. in Political Science, an M.S. in Urban and Regional Planning with focuses in Housing and Community Development and Planning for Developing Areas, and an M.S. in International Affairs.

Caitlin Cerame, Economic Development Planner II

Caitlin Cerame is currently a Planner II at WFRPC where her work focuses primarily on community and economic development. Caitlin manages the U.S. Economic Development Administration (EDA) Planning Assistance grant and oversees the region's Comprehensive Economic Development Strategy (CEDs). Caitlin also staffs FDOT District 3 commuter assistance program, WFRPC's Brownfields program, and is responsible for comprehensive planning duties. Caitlin has a B.A. in Political Science and M.A. in Urban and Regional Planning with a concentration in GIS.

Jessica Paul, GIS Coordinator II

Jessica Paul is the Geographic Information Systems (GIS) Coordinator II for WFRPC where her work focuses primarily on spatial data analysis and mapping for the region's three Transportation Planning Organizations. Prior to employment as GIS Coordinator, Jessica worked as a GIS Planner for the West Florida Regional Planning Council's Comprehensive Planning Division. Jessica has a B.S. in Environmental Science and an M. S. in Urban and Regional Planning from the University of Iowa. Jessica also received a Certificate in Geographic Information Science from the University of West Florida and is a certified Geographic Information Systems Professional.

Brittany Ellers, Public Involvement Coordinator

Brittany Ellers is a Public Involvement Coordinator at West Florida Regional Planning Council (WFRPC). Brittany previously worked as an Administrative Professional at WFRPC which gave her the opportunity to work closely with Planners in understanding the diverse programs at WFRPC. Brittany has experience in social media management, adobe creative suite, website maintenance, news releases, and event coordination. Brittany has extensive experience in customer service. She works diligently to build and maintain relationships with the community and organizations throughout the region.

Austin Mount, Executive Director

Austin Mount was selected as the Executive Director of West Florida Regional Planning Council in 2015. Prior to joining WFRPC, Austin served as the Executive Director of the Kaysinger Basin Regional Planning Commission (KBRPC) for five years. Under his leadership, the KBRPC received two National Association of Development Organizations (NADO) awards, and was nominated for an additional two innovation awards. In his total 11 years at KBRPC, Austin was involved in a wide range of programs including economic and community development, Community Development Block Grants (CDBG), transportation, and brownfields. Austin received his B.S. in Business Administration, Marketing from the University of Central Missouri.

7



Agenda Item Number: 7

Meeting Date: September 29, 2016

SUBJECT: Technical Assistance Agreement for the DeFuniak Springs Historical District Resource Update

BACKGROUND: The West Florida Regional Planning Council (WFRPC) staff has been in discussions with the City of DeFuniak Springs to enter into an agreement to identify and update the City's historic resources eligible for the National Register, and to create a database of those resources and a preservation plan for the city.

The scope of work outlines the responsibilities of WFRPC staff in updating the Defuniak Springs Historic Resources. Tasks for the scope of work include conducting a comprehensive historic resources survey of a minimum of 375 buildings, structures, and objects constructed before 1966, and located in the 267 acre city-defined historic district. A database will be developed for cataloguing the surveyed historic resources.

WFPRC staff will also create a preservation plan for the historic district upon completion of the historic resources survey and the definition of the predominant architectural types and styles within the district. The preservation plan will incorporate long-term goals by addressing a citywide context statement. The preservation plan will consider the current long-range area plans and the existing neighborhoods without ongoing planning efforts, which currently contain undocumented cultural resources. The preservation plan will also look outside the district boundaries in an effort to mitigate future threats to historic resources.

FUNDING AMOUNT: \$38,500

FUNDING PERIOD: September 15, 2016 – June 30, 2017

ATTACHED: Scope of Work for the Historic Resources Survey: Updated Inventory of Architectural Resources in the Historic District of DeFuniak Springs

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign an agreement with Defuniak Springs to identify and update the City's Historic Resources eligible for the National Register, and to create historic resources database and a preservation plan for the City. Please contact Jenny Cook, AICP, WFRPC staff, at 1-800-226-8914, Extension 214 or jenny.cook@wfrpc.org if additional information is needed.

Project Name: Historic Resources Survey: Updated Inventory of Architectural Resources in the Historic District of DeFuniak Springs

Purpose: The West Florida Regional Planning Council (WFRPC) will conduct a comprehensive historic resources survey of a minimum of 375 buildings, structures, and objects, constructed before 1966, and located in the 267 acre city-defined historic district. A database will be developed for cataloging the surveyed historic resources.

Executive Summary

The West Florida Regional Planning Council (WFRPC) is a multi-purpose entity recognized by the state. The WFRPC supports northwest Florida by planning for and coordinating intergovernmental solutions to growth-related problems, providing technical assistance to local governments, and meeting the needs of the municipalities in our seven-county region: Escambia, Santa Rosa, Okaloosa, Walton, Bay, Washington and Holmes.

The WFRPC has the ability to manage the Historic Resources Survey Update and create a database by utilizing its qualified and specialized staff. The WFRPC has a planner that meets the Secretary of the Interior's *Standards and Guidelines for Professional Qualifications for Archeology and Historic Preservation* per the *Code of Federal Regulations*, 36 CFR Part 61.

The WFRPC planning staff possesses a diverse skillset that creates a powerful planning collaborative. Our staff includes fifteen (15) full time planners that are supported with a technical administrative group that includes a Geographic Information Systems (GIS) department, a statistician, information technologist, finance department and a public involvement team. This allows us to pull from years of experience in community planning to produce a historic preservation plan for the City of DeFuniak Springs that will realistically address and incorporate issues of future growth, transportation, projected land use and economic development. This will strengthen the effect and implementation of the historic preservation plan for the City of Defuniak Springs.

The enclosed scope of work does not provide architectural services. A partnership with an architect will need to be secured by the city, in order to fulfill the contractual grant requirement for an architect's review of the historic resources surveys. The historic district listing published in 1992 established the prominent architectural styles as late nineteenth and twentieth century revivals and late nineteenth and twentieth century American Movements and late Victorian. The 1992 historic district report also defines the areas of historic significance as entertainment/recreation, exploration/settlement, landscape architecture, community planning and development, social history, and architecture.

A great deviation is not expected based on the previously documented prominent architectural styles and areas of significance. There is a possibility of adding later architectural styles due to the increased number of historic structures and landmarks since 1992. In 1992 the qualifying age for a historic resource survey would have been 1942. For 2016, any buildings built before 1967 would be eligible for historic review. The project manager will be able to identify any needed addition of prominent styles to the existing historic district. This would most likely include the Arts and Crafts Movement (includes Craftsman Bungalows) and the late Eclectic Movement (includes Beaux Arts, Colonial Revival and Neoclassical). A narrative of proposed changes in prominent styles, type and areas of significance would be provided to the architect for review.

The City of DeFuniak Springs will need to provide the documentation and boundaries of the referenced one hundred sixty (160) acre Historic Architectural Resources of the DeFuniak Springs, Florida subset. Preliminary research did not locate this subset on the National Register of Historic Places.

Proposed Fee: \$38,500.00

Proposed Schedule: The WFRPC has until June 30, 2017 to complete the project; but the enclosed schedule of deliverables lists June 15, 2017 as the expected completion date (page 7).

Project Overview: Proposed Methodology

The WFRPC will conduct a comprehensive historic resources survey of a **minimum of 375** buildings and structures constructed before 1966, and located in the 267 acre city-defined historic district.

All project work completed by the WFRPC shall conform to the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*, which includes the *Standards for Evaluation, Identification, and Registration*. The project work will be prepared in accordance to (a) *National Register Bulletin: Guidelines for Local Surveys: A Basis for Preservation Planning*; (b) the Florida Division of Historic Resources' procedures and guidance materials for identifying and documenting Florida's historic resources.

As project manager, the WFRPC has assembled a team of staff members to work on the update of the Historic Resources within the 267 acre historic district of DeFuniak Springs. This team of professionally qualified individuals has developed a dynamic plan to address the complex task over a period of 32 weeks. The survey methodology will document the full extent of the historical context of a structure or landmark as defined by a natural boundary, a change in architecture, or historical pattern of development, use or buffer zone. The survey and preservation plan will also incorporate long-term survey goals by addressing a citywide context statement, data management and community outreach.

Considerations have been made for the different survey data needs for the development of a preservation plan and database for the DeFuniak Springs Historic District. The preservation plan will consider the current long-range area plans, and the existing neighborhoods without ongoing planning efforts, which may contain undocumented cultural resources.

Volunteers and Staff for the On-Site Historic Resource Surveys

The WFRPC plans to work with local university students and community organizations to conduct the on-site Historic Resources Surveys. An instructional workshop will be held for staff and volunteers.

The WFRPC will insure that staff and volunteers conducting surveys possess the following:

1. A familiarity with basic American architectural history;
2. Demonstrated ability in the research and description of historic resources, conducting architectural surveys, and writing historic contexts;
3. A familiarity with identifying and evaluating Florida's historic resources including architectural styles and types , and survey procedures;
4. Demonstrated writing skills; and

5. Experience with digital photography; and the ability to capture the identified structures as needed for the Florida Master Site File (FMSF) report.

Database Development

The WFRPC will develop a database for the surveyed historic resources. The database will be a self-contained application with the option of being web-based for broader access and distribution. This will allow future users to enter updated resource information as it is collected.

The WFRPC will have all survey data and digital photographs entered in the FMSF forms within the contract period. All items and data groups in the surveys will be populated into the database. The database will catalogue a completed FMSF for each resource surveyed and a minimum of two (2) digital photographs per resource, and one map keyed to the resource identification number. When allowable the map will indicate legal parcels and street names.

Preservation Plan

WFPRC staff will create a preservation plan for the historic district upon the completion of the historic resources survey and the definition of the predominant architectural types and styles within the district. The preservation plan will incorporate long-term goals by addressing a citywide context statement. The preservation plan will consider the current long-range area plans, and the existing neighborhoods without ongoing planning efforts, which currently contain undocumented cultural resources. The preservation plan will also look outside the district boundaries in an effort to mitigate future threat to historic resources.

The preservation plan will recognize that the perpetuation of the historic resources and their integrity is essential to maintaining a vibrant community that retains its character, sustains its quality of life, and provides for its long-term economic wellbeing as it continues to evolve.

The preservation plan will focus on multiple types of historic and cultural properties: buildings, structures, objects, sites, and districts. The plan will emphasize the resource limits of the City and identify alternative resources to assist in the implementation of the plan's goals.

The plan will include action that goes beyond preserving the district but includes education and interpretation components to encourage both tourism and a better quality of life for residents. The preservation plan can be proposed as a companion document to the City's Comprehensive Plan. Most importantly, the basis of the plan is the idea that the history of the city will continue to evolve and that the preservation requirements will be flexible and accommodate change.

WFRPC Project Schedule with Tasks and Deliverables

Phase	Tasks	Deliverables
<p>Phase I September 15, 2016 – October 15, 2016</p>	<p>Project Coordination:</p> <ol style="list-style-type: none"> 1. Project Manager meets with Florida Historic Resource Division and SHPO staff 2. Project Manager coordinates volunteers with local historical societies and universities 3. Work with WFRPC staff to developing working draft of the database 4. Preservation planner will conduct field work to complete ten (10) FMSF forms 	<ol style="list-style-type: none"> 1. Working Draft of Historic Resource Database 2. Ten (10) completed FMSF forms
<p>Phase II October 16, 2016 – January 16, 2017</p>	<p>FMSF Survey Completion:</p> <ol style="list-style-type: none"> 1. WFRPC GIS Department will prepare maps that identify potential and existing resources in DeFuniak Springs. 2. Host an instructional workshop for volunteers and staff. This will allow them to correctly complete the FMSF forms 	<ol style="list-style-type: none"> 1. Finalized and populated electronic copy of the Historic Resource Database

Phase II (continued)	<ol style="list-style-type: none"> 3. Project Manager develops Survey Teams based on background and workshop performance 4. Coordinate Survey teams by defined grids 5. Provide survey schedule and maps to survey teams 6. Project Manager continuously reviews surveys and FMSF forms from survey teams for quality control 7. Preservation Planner begins reviewing and compiling the surveys for the Architect's review and the Preservation Plan 8. Finalize the design and populate the Historic Resource Database 	
Phase III January 15, 2017 – April 15, 2017	<p>Survey Completion and Draft Reports:</p> <ol style="list-style-type: none"> 1. Compile survey data to complete database and final report 2. Complete any remaining Historic Structure Surveys and FMSF forms 3. Coordinate with architect to define predominant historic type and style 	<ol style="list-style-type: none"> 1. One (1) electronic and three (3) hard copies of the draft Survey Report 2. One (1) electronic and three (3) hard copies of the draft Preservation Plan

Phase III (continued)	<ol style="list-style-type: none"> 4. Define and draft the historical narrative of the town which guides the Preservation Plan 5. Complete the draft of the Preservation Plan 6. Complete the draft of the complete Survey Report 	
Phase IV April 16, 2017 – June 15, 2017	<p>Final Reports:</p> <ol style="list-style-type: none"> 1. Submit any remaining surveys and their FMSF forms 2. Finalize the Survey Report 3. Finalize the Preservation Plan 4. Meet with city staff to demonstrate the use of the Historic Resource Database 	<ol style="list-style-type: none"> 1. One (1) electronic and one (1) hard copy each of the remaining approximately three hundred sixty five (365) FMSF forms including photographs and maps; the final survey report and final preservation plan 2. One (1) electronic and three (3) hard copies of the final Survey Report 3. One (1) electronic and three (3) hard copies of the final Preservation Plan 4. One (1) electronic copy of the final Historic Resource Database

Contractual Tasks and Deliverables

Task One: Provide an electronic draft of the preliminary mock-up/draft of the historical resource database and ten (10) completed FMSF forms.

Deliverables:

WFRPC staff will create a working template of the database to be used for the historic resource surveys. The staff aims to make the database self-contained and each catalogued structure will include its FMSF form, 2 photos and a map reference.

Staff will complete (ten) 10 copies of the FMSF forms for submittal. FMSF forms will be provided in electronic and hard copy form.

Task Two: Provide an electronic copy of the finalized and populated historical resource database

Deliverables: Staff will provide a working copy of the electronic historical resource database. Staff will meet with City staff to demonstrate how the database will be utilized once the update to the historic district has been completed.

Task Three: Provide a draft copy of the survey report and preservation plan

Deliverables: A draft of the Preservation Plan and a draft of the Survey Report will be submitted for review.

Task Four: Provide one (1) electronic and one (1) hard copy each of the remaining approximately three hundred sixty five (365) FMSF forms including photographs and maps; the final survey report and final preservation plan

Deliverable: Staff will deliver all completed FMSF forms for the update to the historic district. This will include one (1) hard copy and one (1) electronic copy of each FMSF.

The final survey report and final preservation plan will be submitted in electronic format and with three (3) hard copies of each

Deliverables Submission

Deliverables will be submitted to the City Administrator. WFRPC will invoice the city upon submission of the deliverables following the schedule below:

	Deliverable	Invoice Amount
Task 1	Provide an electronic draft of the preliminary mock-up/draft of the historical resource database and ten (10) completed copies of the FMSF forms.	\$9,625.00 <i>(25% of Total Project Cost)</i>
Task 2	Provide an electronic copy of the populated historical resource database in its final format	\$9,625.00 <i>(25% of Total Project Cost)</i>
Task 3	Provide a draft copy of the survey report and preservation plan	\$9,625.00 <i>(25% of Total Project Cost)</i>
Task 4	Provide one (1) electronic and one (1) hard copy each of the remaining approximately three hundred sixty five (365) FMSF forms including photographs and maps; One (1) electronic and one (1) hard copy of the final survey report One (1) electronic and one (1) hard copy final preservation plan One (1) electronic copy of the final Historic Resource Database	\$9,625.00 <i>(25% of Total Project Cost)</i>
	<i>Total Project Cost</i>	\$38,500.00

Project Coordination

WFRPC staff and City staff will hold monthly meetings by conference call to discuss the status of the project. These meetings will occur on a regular date determined by both groups following the execution of Agreement for Professional Staff Services.

Project Team

Kate Daniel, Planning Manager of Community and Economic Development

Kate Daniel is the Planning Manager of Community and Economic Development at West Florida Regional Planning Council (WFRPC). Kate has experience in economic and community development, working for a year as the WFRPC Economic Development Planner, and serving a year as an intern with the City of Tallahassee Community Redevelopment Agency. Kate also serves as the WFRPC Brownfields Coordinator, and provides technical assistance on a variety of projects throughout northwest Florida. In addition to working in community and economic development, Kate has experience in transportation planning, including long range planning, intelligent transportation systems, and transportation systems management. Kate has a B.A. in Political Science, an M.S. in Urban and Regional Planning with focuses in Housing and Community Development and Planning for Developing Areas, and an M.S. in International Affairs.

Jenny Cook, AICP will serve as the project manager. She has over a decade of experience in project management and community planning; and possesses a background in historic preservation which includes a bachelor degree in history. Ms. Cook meets the Secretary of the Interior's *Standards and Guidelines for Professional Qualifications for Archeology and Historic Preservation* per the *Code of Federal Regulations, 36 CFR Part 61*. She has previously worked as a planner for the Chattahoochee-Flint Regional Development Center, PBS&J (Atkins) Engineering, and the Alabama Department of Transportation.

During her career Jenny Cook has participated in multiple historic preservation projects, this includes National Register evaluation, streetscape enhancements for historic districts, regulation development for historic districts, zoning overlays, design guidelines for city master plans and historic structures and property updates for existing and potential historic districts. This includes but is not limited to the following to the following locations:

- Senoia, Georgia
- Hogansville, Georgia
- LaGrange, Georgia
- Newnan, Georgia
- Haralson, Georgia
- Villa Rica, Georgia
- West Point, Georgia
- Meriwether, Georgia
- Decatur, Georgia
- Warm Springs, Georgia

She has also coordinated multiple historic resource surveys and preservation projects throughout the southeast. Below is a sample of Key Projects while at PBS&J (Atkins):

Deepdene Park, Phase II, DeKalb County (Atlanta and Decatur), Georgia - This project focused on the preservation of a city park designed by the father of American Landscape Architecture and designer of New York's Central Park, Frederick Law Olmsted. This linear park improvement project would construct a new path from the existing sidewalk on Ponce de Leon Avenue to provide connectivity to the Druid Hills neighborhood.

Hermi's Bridge Rehabilitation, Atlanta, Georgia - This project consisted of an evaluation for the rehabilitation and preservation design of a 2-Span, 280-ft.-long, pin-connected, Pratt, through-truss bridge constructed by the Cotton States Bridge Co. in 1903 over the Chattahoochee River.

Historic Resources Report, Albany, Georgia - This was a city wide historic resources survey for all properties that could be eligible for National Register inclusion. The project was conducted to identify a route for a new road through the city to its regional hospital. The new roadway would allow emergency vehicles a more efficient time to reach the hospital. Ms. Cook managed a team of multiple historians to assess every structure built 50 years ago or earlier within the city limits. The survey also researched past land use and property owners of historical significance, which qualify a property for National Register eligibility. The final report included a map that identified all eligible properties for the National Register. This allowed staff to identify new routes that would have the least impact to the existing Historic Districts and eligible properties.

I-75 HOV (South), Atlanta and Clayton County, Georgia - This historic resources project originated from National Environmental Policy Act (NEPA) review for the addition of HOV lanes on I-75 through Atlanta. The survey focused on multiple segments which included the affected project area between SR 54/Jonesboro Road north to Aviation Boulevard and associated interchange improvements. For this project, a historic structures survey was conducted and included the National Register eligible Atlanta Farmer's Market complex, the Ford Factory complex and the Dwarf House (the original Chick Fil A). A Historic Structures Survey report and an Assessment of Effects report were prepared for this project. 4(f) mitigation was initiated to facilitate the most feasible transportation design in compliance with NEPA policies and Section 106 Historic Preservation.

Historic Resources Inventory for Douglas County, Georgia - This historic resources report identified and surveyed all structures built 50 year ago or earlier along the corridor for US Highway 78. Each structure was assessed for its eligibility to the National Register.

Ms. Cindy McIlwain, Planner

Cindy McIlwain is a planner that focuses on the State Housing Initiatives Partnership (SHIP), she is the SHIP program administrator for Holmes, Walton, and Washington counties. Through her work with SHIP Ms. McIlwain has gained experience with the DeFuniak Springs' historic district. She has worked with project contractors to ensure that construction and housing modifications met the requirements of the historic district. She holds a bachelor degree in environmental science and has working knowledge of the National Environmental Policy Act (NEPA) requirements as it pertains to Section 106 and historic preservation.

Yuke Li – Planner

Yuke Li's work primarily focuses on the development of community profiles by using the Regional Economic Models, Inc. (REMI) and the Community Analyst tool. Yuke also works with GIS Coordinator, Jessica Paul, to apply Esri's ArcGIS online tools across the West Florida Regional Planning Council and Efficient Transportation Decision Making (ETDM). Yuke has a B.S. in Urban Ecology and MURP in Urban and Regional Planning with a concentration in Housing, Economic, and Community Planning.

Yuke will play a pivotal role as a researcher, and in the development of the historic resource database. Her background in urban planning and technology will lead the operational design of the database.

Jessica Paul – Planner

Jessica Paul is currently the Geographic Information Systems (GIS) Coordinator for the West Florida Regional Planning Council where her work focuses primarily on spatial data analysis and mapping for the region's three Transportation Planning Organizations. She has been with the WFRPC for over a decade. Her expertise with GIS and geographic research will guide the identification and methodological structure of the resource surveys. She will be the key creator of the maps used for the historic resources database.

Jessica came to the Regional Planning Council from the University of Iowa, where she received her Bachelor of Science degree in Environmental Science (with a minor in Business Administration) and her Master of Science degree in Urban and Regional Planning. While pursuing her degrees, she also completed a two-year internship with the City of Iowa City's Planning and Community Development Department as well as a GIS assistantship with the University of Iowa's Department of Community and Behavioral Health. Jessica received a Certificate in Geographic Information Science from the University of West Florida in 2008 and was certified a Geographic Information Systems Professional (GISP) in 2010.

Brooks Hall – Information Technologist Specialist

Brooks will lead the development and utility design of the historic resources database. Brooks has a degree in Computer Information Technology and is currently pursuing further studies in Network Systems Operation. He has over 15 years in the information technology and operations field. His background includes intelligence and information systems for the United States Air Force.

Brittany Ellers– Public Involvement Coordinator

Brittany’s work focuses on community and media outreach. She also leads the WFRPC’s Americans with Disability Act (ADA) and Title VI training. Her knowledge of ADA compliance makes her a key piece of the project when reviewing practical strategies for the preservation plan. Retaining a property’s historic integrity while complying with ADA requirements carries an important value to a community and its historic character.

Brittany has a B.S.B.A. in Advertising and a minor in Marketing Applications. Brittany’s daily duties at the planning council are diverse and include creating and maintaining all social media for the organization and projects that branch from the organization. Creating and distributing newsletters, promotional material, news releases, and print ads. Participating in training for public involvement events. Coordinating meetings and conferences with ADA compliant venues. Building and maintaining relationships with media, trade professionals and government organizations. Create and execute presentations for board and committees. She performs independent research and prepares information for assigned special projects. She also compiles data for public participation documents. Coordinates with diverse programs to implement marketing strategies. Monitors media outlets with regards to the organization and the programs provided and staff by the organization. Coordinates training and other events for staff, community leaders and professionals.

Kathy Saldana– Public Involvement Coordinator

Kathy holds a Master of Arts in Communication and Digital Media and a Bachelor of Arts in Communication and Management. Kathy has more than fifteen years of community outreach and management experience. Her experience will be extremely valuable when recruiting and working with volunteers for the historic resources surveys.

She relocated to Pensacola from Midland, Michigan where she served as the Community Outreach and Life Enrichment Manager at Mid Michigan Health for 11 years. Kathy has a diverse background with a focus on customer satisfaction and corporate training. She has designed and implemented numerous programs and outreach endeavors, including the development of corporate training curricula, system customer service models, and most recently, a community advance care planning program, coordinating seven agency partners in a 14-county service area.

ATTACHMENT A

Staff Resumes

8



Agenda Item Number: 8

Meeting Date: September 29, 2016

SUBJECT: Emergency Planning Community Right-to-Know Act (EPCRA) Resolution

BACKGROUND: In an effort to enhance public awareness regarding hazardous materials use and storage practices in Florida, along with informing the public of how to prepare in the event of a chemical release, the West Florida Local Emergency Planning Committee (LEPC) has requested honoring the month of October 2016 as the 30th anniversary of the EPCRA, along with each of the regional counties and Florida's nine other LEPCs in carrying out state and federal duties to publicly promote hazardous materials safety. This designation will support the continuation of outreach efforts and allow for an established period to focus on community and industry awareness of hazardous materials regulations and safety planning events.

ATTACHED: Resolution WFRPC 2016-07

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign Resolution WFRPC 2016-07 honoring October 2016 as the 30th anniversary of the EPCRA Act. Please contact Kathy Ahlen, WFRPC staff, at 1-800-226-8914, Extension 210 or kathy.ahlen@wfrpc.org if additional information is needed.

RESOLUTION WFRPC 2016-06

**A RESOLUTION OF THE WEST FLORIDA REGIONAL PLANNING COUNCIL A
RESOLUTION OF THE WEST FLORIDA REGIONAL PLANNING COUNCIL JOINING THE
WEST FLORIDA LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) IN HONORING
THE 30th ANNIVERSARY OF THE EMERGENCY PLANNING AND COMMUNITY RIGHT-
TO-KNOW ACT (EPCRA)**

WHEREAS, the safe use of hazardous materials is essential to citizens, business, industry, and local governments to maintain economic stability and the public health; and

WHEREAS, the Emergency Planning and Community Right-to-Know Act (EPCRA) was passed in 1986 in response to concerns regarding the environmental and safety hazards posed by the storage and handling of toxic chemicals; and

WHEREAS, the West Florida Local Emergency Planning Committee (LEPC) recognizes the importance of protecting our communities from both accidental and deliberate releases of hazardous materials and joins the State Emergency Response Commission, and Florida's nine other LEPCs in carrying out state and federal duties to publicly promote statewide hazardous materials safety; and

WHEREAS, it is essential to increase community preparedness so that both public-sector and private-sector employees know how to safely protect themselves and those for whom they are responsible during an accidental or deliberate release of hazardous materials; and

WHEREAS, the LEPC offers awareness level hazardous materials emergency response training for firefighters, law enforcement, and other public safety personnel as well as Shelter-in-Place presentations to community groups, businesses, schools, and the general public as a means of increasing safety in the event of a release; and

WHEREAS, citizens need to know that emergency responders, emergency management, all levels of government, schools, and businesses are working together to ensure that our communities are as prepared as possible to protect all citizens from both accidental and deliberate releases of hazardous materials,

NOW, THEREFORE, BE IT RESOLVED by the West Florida Regional Planning Council that:

The West Florida Regional Planning Council hereby recognizes and honors October 2016 as the 30th year anniversary of the EPCRA Act throughout the county, to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program.

Duly passed and adopted by the West Florida Regional Planning Council on this 29th day of September, 2016.

WEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Kurvin Qualls, Vice Chairman

ATTEST: _____
Austin Mount, Executive Director



9



Agenda Item Number: 9

Meeting Date: September 29, 2016

SUBJECT: The Pipeline and Hazardous Materials Safety Administration's (PHMSA) Hazardous Materials Emergency Preparedness (HMEP) Training and Planning Grant Program

BACKGROUND: The HMEP Planning Grant implements planning activities that enhance local preparedness for hazardous materials transportation incidents. The West Florida Local Emergency Planning Committee (LEPC) guides the overall programs associated with this grant.

Funds can be used for planning projects or training for public sector employees to respond safely and efficiently to accidents and incidents involving the transportation of hazardous materials. Past planning activities include seminars which focus on sheltering-in-place education and training; hazardous materials (hazmat) how-to-comply seminars; school shelter-in-place presentations; commodity flow studies; and biennial exercises. Each year one of various scopes of work may be chosen for these planning funds. The LEPC Resource and Training Subcommittee guides the overall training programs. The primary focus for training has been, and continues to be Hazardous Materials (Hazmat) level courses. These hazmat training courses are supported by guidelines established by the Florida State Emergency Response Commission (SERC) and are requirements for firefighters, law enforcement, emergency medical services, and public works employees or volunteers.

FUNDING SOURCE: Florida Division of Emergency Management

FUNDING AMOUNT: FY 2016/17: \$55,610

FUNDING PERIOD: October 1, 2016 - September 31, 2017

ATTACHED: PHMSA HMEP Grant Contract

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign the Pipeline and Hazardous Materials Safety Administration's Hazardous Materials Emergency Preparedness Training and Planning Grant Program contract. Please contact Kathy Ahlen, WFRPC staff, at 1-800-226-8914, Extension 210 or kathy.ahlen@wfrpc.org if additional information is needed.

Contract Number: 17-DT-XX-21-00-13-XXX

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>West Florida RPC</u>
Sub-Recipient's unique entity identifier:	<u>59-0500582</u>
Federal Award Identification Number (FAIN):	_____
Federal Award Date:	<u>October 1, 2016</u>
Subaward Period of Performance Start and End Date:	<u>Oct 1, 2016 and Dec 31, 2017</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$635,075.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$55,610.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$55,610.00</u>
Federal award project description (see FFATA):	_____
Name of Federal awarding agency:	<u>U.S. DOT PHMSA</u>
Name of pass-through entity:	<u>FL Div of Emergency Management</u>
Contact information for the pass-through entity:	<u>Paul Wotherspoon</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>20.703 – Interagency Hazardous Materials Public Sector Training and Planning Grants</u>
Whether the award is R&D:	_____
Indirect cost rate for the Federal award:	_____

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and West Florida Regional Planning Council, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

i. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

a. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(1) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,
ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Paul Wotherspoon

Chief, Technological Hazards Section

2555 Shumard Oak Blvd

Tallahassee, FL 32303

Telephone: 850-528-8975

Fax: 850-488-6250

Email: Paul.Wotherspoon@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kate Daniel

4081 E Olive Rd, Suite A, Pensacola, FL 32514

Telephone: 850-332-7976

Fax: 850-637-1923

Email: kate.daniel@wfrpc.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin on October 1, 2016 or upon execution by both parties, whichever is later, and shall end on December 31, 2017, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The recipient must invoice the Division within 45 business days of the completion of travel or a deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$55,610.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the

purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061,

Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or

consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11) AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
- c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is

appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-

Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal

laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703,

Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Recordkeeping
 - v. Attachment D-1 – Plan of Instruction
 - vi. Attachment D-2 – Invoice
 - vii. Attachment E – Justification of Advance Payment
 - viii. Attachment F – Warranties and Representations
 - ix. Attachment G – Certification Regarding Debarment
 - x. Attachment H – Statement of Assurances
 - xi. Attachment I – Mandatory Contract Provisions

(20)PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the

administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

By: West Florida Regional Planning Council

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Jonathan Lord, Deputy Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: US Department of Transportation, Pipeline and Hazardous Materials Safety

Catalog of Federal Domestic Assistance title and number: 20.703 – Interagency Hazardous Materials

Public Sector Training and Planning Grants

Award amount: \$55,610.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

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

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):*
49 CFR 107 Part G; Moving Ahead for Progress in the 21st Century Act (Pub L. 112-141) (MAP-21); 5 CFR 1320.5(b)(2) and 1320.6(a)(2)

2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources):* _____

3. Etc.

Attachment A
Budget

Fiscal year 2016-2017 estimated HMEP planning and training budget for the 55,610.00 Regional Planning Council.

Budget Item	Cost
Project Management/Course Management	\$26,000
Contractual Services	\$20,000
Travel	\$8,000
Administrative Expenses (postage, printing, telephone, supplies etc.)	\$1,610
Other Expenses (Please provide details)	\$
<u>TOTAL</u>	55,610.00

Attachment A

Scope of Work

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorizes the US Department of Transportation to provide assistance to public sector employees through training and planning projects to States, Territories, and Native American tribes for emergency response. The purpose of this grant program is to increase State, Territorial, Tribal and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right to Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. The program is funded by registration fees collected from hazardous materials (hazmat) shippers and carriers who offer for transportation or transport certain hazmat in interstate, intrastate, or foreign commerce in accordance with 40 CFR Part 107, Subpart G. These fees fund training and planning grants, monitoring and technical assistance, curriculum development, and staffing costs. Registration fees also fund the publication and distribution of the Emergency Response Guidebook (ERG).

At the Federal level, the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) administers the HMEP grant.

At the state level, the Division of Emergency Management (DEM) serves as the grant recipient responsible for the oversight and coordination of the local planning and training efforts allowable under the grant. Chaired by the Director of DEM, the State Emergency Response Commission on Hazardous Materials (SERC) serves as the technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state.

At the local level, the ten Regional Planning Councils (RPCs) each oversee a Local Emergency Planning Committee (LEPC) that: (1) creates or updates regional hazardous materials emergency response plans; (2) has the option to perform an annual planning project or hazardous materials related exercise designed to enhance emergency response to a transportation related hazardous materials incident; (3) provides hazardous materials emergency response training to public sector employees; (4) Performs travel in conjunction with quarterly State Emergency response Commission, Local Emergency Planning Committee and Training Task Force Meetings. This agreement provides funding so that the Recipient, as an RPC, can maintain the capability necessary to effectively respond to hazardous material transportation related emergencies. Payments shall be made upon completion of travel as identified above or a specific planning or training deliverable. Invoices must be submitted within 45 business days of completed deliverable or travel.

The recipient has the option of one of six Planning Projects, but must complete the Public Sector Training Assistance tasks outlined in the Scope of Work.

PLANNING PROJECT

The Recipient has the option to perform one of the six planning project options listed in this attachment and all tasks shall be completed by December 31, 2017. The Recipient shall notify the Division, electronically or via U.S. Postal Service, of its choice of a planning project option within seven business days of receipt of the executed Agreement.

Option 1: TRAINING NEEDS ASSESSMENT SURVEY OF PUBLIC SECTOR HAZARDOUS MATERIALS FIRST RESPONDERS

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness Program. The staff assigned to this program should conduct activities pursuant to this scope of work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include, but are not limited to the following activities.

Task 1: The Recipient shall conduct a training needs assessment survey of public sector hazardous material first responders within the LEPC district. The Recipient shall:

- a) Develop a list of training courses related to the transportation of hazardous materials which comply with current National Fire Protection Association or Occupational Safety and Health Administration guidelines; include spaces for the participant's name, title and place of employment on the training courses list.
 - b) Prepare individual training needs assessment packages that include the list of training courses, and instructions for completing and returning the survey paperwork to the Recipient.
 - c) Distribute the training needs assessment package to public sector fire department, law enforcement, emergency medical services and public works personnel within the LEPC district.
 - d) Within the limits of funding available, conduct one regional training needs assessment workshop for public sector fire department, law enforcement, emergency medical services and public works personnel within the LEPC district.
 - e) A copy of each individual training needs assessment summary of each entity, as provided in the assessment tool instructions, in addition to all raw data collected pursuant to completion of this project.
 - f) Provide a complete overview summary of all teams assessed including a comprehensive review of all the statistical values without reference to individual team entities.
 - g) Ensure knowledgeable application of the assessment tool through ensuring all assessors meet or exceed the requirements for an assessor as expressly defined within the assessment tool.
 - h) Utilizing an existing assessment survey questionnaire (approved by the Division), ascertain the response needs of all response entities relative to the Extremely Hazardous Substances known to exist in the region. The survey should include, but is not limited to, existing:
 - 1) Hazardous materials response equipment
 - 2) Hazardous materials response training
 - 3) Hazardous materials trained personnel, including level of expertise
- f) Submit a list of agencies that will be targeted to receive the assessment survey.

Task 2: The Recipient shall develop an analysis of the public sector hazardous materials training needs in the LEPC district response capabilities and needs of the region, including a matrix of public, private, local and regional response teams. In the analysis recommendations, include any noted resource or equipment deficiencies and any restrictions or special considerations that would prohibit the response organization's participation in a hazardous materials incident.

- a) Prepare a summary of the assessment survey analysis and distribute to survey participants and other interested parties.

- b) Provide the Division with a project outline and timetable which indicate the estimated time frames to complete individual tasks. Include a brief description of the methods that will be used to accomplish the work tasks.
- c) Prepare and submit to the Division a report of the findings and data collected, including any recommendations regarding the assessment(s) or survey(s).
- d) Provide a written report to the Division within ten (10) working days of identifying any significant impediments to the completion of the project tasks as outlined in this scope of work.
- e) Maintain accurate records of personnel hours spent performing the tasks outlined in this scope of work. Personnel participating in HMEP-sponsored planning projects are to be counted toward the state's 20 percent contribution to the HMEP grant for the hours spent on the project. This "soft-match" contribution must be documented by the Recipient and submitted on the year-end program summary (See Attachments K and N). Personnel hours paid with HMEP or other Federal grant funds are not eligible for soft-match.
- f) Incorporate the results of this planning project into the annual update of the LEPC's hazardous materials emergency response plan.

Option 2: COMMODITY FLOW STUDY

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness. The staff assigned to this program should conduct activities pursuant to this scope of work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include, but are not limited to the following activities.

Task 1: On behalf of the LEPC, develop a commodity flow study of hazardous materials and extremely hazardous substances transported over selected Interstate and U.S. Highway corridors within the LEPC District. At a minimum, this will include two (2) north/south corridors and two (2) east/west corridors. Within the period of agreement, the Recipient shall submit to the Division:

- a) Carry out a placard survey of trucks carrying hazardous and extremely hazardous substances (EHSs). Record placard number, chemical name, carrier name, direction of travel, date and time of observation and type of vehicle. Data will be collected from several locations along each corridor over a six (6) month period in two to three hour time increments.
- b) Generate a series of maps showing the most frequently recorded hazardous materials at each of the observation locations.
- c) Provide a report to all county emergency management directors in the LEPC District detailing the results of the study. Prior approval of the report format by the Division is required.
- d) Provide the Division with a project outline and timetable which indicate the estimated time frames to complete individual tasks. Include a brief description of the methods that will be used to accomplish the work tasks.
- e) Prepare and submit to the Division a report of the findings and data collected, including any recommendations regarding the analysis.
- f) Provide a written report to the Division within ten (10) working days of identifying any significant impediments to the completion of the project tasks as outlined in this scope of work.
- g) Maintain accurate records of personnel hours spent performing the tasks outlined in this scope of work. Personnel participating in HMEP-sponsored planning projects are to be counted toward the state's 20 percent contribution to the HMEP grant for the hours spent on the project. This "soft-match" contribution must be documented by the Recipient and submitted on the year-end program summary (See Attachments K and N). Personnel hours paid with HMEP grant funds are not eligible for soft-match.
- h) Incorporate the results of this planning project into the annual update of the LEPC's

hazardous materials emergency response plan.

Option 3: LOCAL EMERGENCY PLANNING COMMITTEE PLAN EXERCISE

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness. The staff assigned to this program should conduct activities pursuant to this scope of work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include, but are not limited to, the following activities.

Task 1: Within the period of agreement, the Recipient shall submit to the Division:

On behalf of the LEPC, provide staff support to the LEPC to develop and conduct an exercise of the LEPC hazardous materials emergency plan. Use the Homeland Security Exercise Evaluation Program (HSEEP) guidelines to develop, conduct and evaluate the exercise. The following exercise must be regional in scope to reflect an incident requiring a multi-jurisdictional or cooperative response and shall include a transportation element. The exercise must meet the following criteria:

- a) A full-scale exercise that tests a minimum of two functional areas (e.g., communications, evacuation, resource management, etc.) or:
- b) A comprehensive tabletop exercise utilizing a simulator / diorama that can be altered to closely reflect an actual location within the jurisdiction being tested. The exercise must test a minimum of two (2) functional areas (e.g., communications, evacuation, resource management, etc.)

Task 2: The required exercise staffing tasks at a minimum consist of the following:

- a) Meet with local emergency management staff and local emergency response officials within the district to accomplish the following:
 - 1) Explain the purpose and scope of the exercise;
 - 2) Establish a method to coordinate procedures among local emergency response officials;
 - 3) Identify key personnel to be involved in the exercise which shall include emergency management staff; and
 - 4) Develop exercise goals and objectives.
- b) Develop an exercise scenario. The following work products shall be completed and submitted to the Division for approval no less than **30 days** prior to the date of the exercise;
 - 1) A detailed schedule of exercise events;
 - 2) A summary of exercise messages; and
 - 3) A listing of exercise control procedures and responsibilities.
- c) Following the completion of the exercise, all major participants shall meet to discuss the exercise and identify areas for improvement in the LEPC hazardous materials emergency plan.

Task 3: Maintain accurate records of personnel hours spent performing the tasks outlined in this scope of work. Personnel participating in HMEP-sponsored planning projects are to be counted toward the state's 20 percent contribution to the HMEP grant for the hours spent on the project. This "soft-match" contribution must be documented by the Recipient and submitted on the year-end program summary (See Attachments K and N). Personnel hours paid with any federal grant funds are not eligible for soft-match.

Task 4: Incorporate the results of this planning project into the annual update of the LEPC's hazardous materials emergency response plan. For the purposes of this scope of work an actual event may **not** be substituted for the exercise requirement.

Option 4: ON-SITE ASSESSMENT OF OR NEEDS ASSESSMENT SURVEY FOR HAZARDOUS MATERIALS RAPID RESPONSE TEAMS

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness Program. The staff assigned to this program should conduct activities pursuant to this scope of work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include, but are not limited to the following activities.

Task 1: On behalf of the LEPC, conduct an on-site assessment of or needs assessment survey for a hazardous materials rapid response team(s) in the district.

- a) The assessments will be conducted in accordance with the instructions included in the State Emergency Response Commission approved assessment tool.
- b) Provide a completed summary of the assessment of each entity as provided in the assessment tool instructions, in addition to all raw data collected pursuant to completion of this project.
- c) Provide a complete overview summary of all teams assessed including a comprehensive review of all the statistical values without reference to individual team entities.
- d) Provide a non-judgmental review of the outcomes of the assessment.
- e) Ensure knowledgeable application of the assessment tool through ensuring all assessors meet or exceed the requirements for an assessor as expressly defined within the assessment tool.
- f) Utilizing an existing assessment survey questionnaire (approved by the Division), ascertain the response needs of all response entities relative to the Extremely Hazardous Substances known to exist in the region. The survey should include, but is not limited to, existing:
 - 1) Hazardous materials response equipment
 - 2) Hazardous materials response training
 - 3) Hazardous materials trained personnel, including level of expertise
- g) Submit a list of agencies that will be targeted to receive the assessment survey.

Task 2: Develop an analysis of the hazardous materials response capabilities and needs of the region, including a matrix of public, private, local and regional response teams. In the analysis recommendations include any noted resource or equipment deficiencies and any restrictions or special considerations that would prohibit the response organization's participation in a hazardous materials incident.

- a) Prepare a summary of the assessment survey analysis and distribute to survey participants and other interested parties.

Option 5: DEVELOP DISTRICT RESPONSE PROCEDURES (SOPs) FOR INCIDENTS INVOLVING THE TRANSPORTATION OF FLAMMABLE LIQUIDS, CHLORINE AND ANHYDROUS AMMONIA TO INCLUDE IN COUNTY CEMP AND DISTRICT RESPONSE PLAN.

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness Planning Grant Program. The staff assigned to this program should conduct activities pursuant to this scope of work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include, but are not limited to the following activities.

Task 1: On behalf of the LEPC, through the use of previously conducted commodity flow studies, information provided by the American Association of Railroads (AAR), the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) and / or local transportation companies, conduct an assessment of hazardous materials transported by rail or highway within your district.

- a) Identify the types, amounts and frequency of flammable liquids transiting your district, and the primary routes of transit.
- b) Provide a completed summary of the assessment.
- c) Identify the firefighting materials and apparatus necessary to contain and / or combat each of the types of liquid flammables should there be a worst case scenario derailment or roll-over. Provide the locations and amounts of the various firefighting foams, by type, available through local fire departments, emergency management, railways, private industry and any other sources, to include resources available through mutual aid agreements.
- d) Identify the fire departments within your district, noting whether they are paid or volunteer, any state or local hazmat teams, and any private company hazmat / fire teams which may be called upon to assist with response.
- e) Formulate the estimated time to respond to the most remote locations within your district. Include response times by state and private response teams that may be called upon for assistance. Time should be based upon fully staffed response to include sufficient PPE, firefighting foam and fire apparatus to suppress anticipated release or leak and fire.
- f) Utilizing the information gathered above, and in conjunction with your local fire jurisdictions and other stakeholders, create, or update, Standard Operating Procedures (SOP) and / or guidelines (SOG) to respond to these worst case scenarios.
- g) Provide quarterly progress reports.
- h) Provide final product not later than December 31, 2017.

Deliverable: Subject to the funding limitations of this Agreement, and provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient for actual costs incurred in successfully completing an authorized planning project. For the purposes of this Agreement, any project that completely satisfies the requirements of Options 1, 2, 3, 4, or 5 above qualifies as an authorized planning project.

PUBLIC SECTOR TRAINING ASSISTANCE

Funding is provided to ensure training of public sector hazardous materials response personnel for transportation related spills, releases and / or fires. The staff assigned to this program shall conduct activities pursuant to Tasks 1 through 5 with the support of the Local Emergency Planning Committee (LEPC). Nothing in this scope of work shall prohibit the Recipient from entering into subcontract(s) with existing public or private institutions that conduct education and training courses. All subcontracts must be consistent with the provisions of this Agreement, State quote and bid requirements, and be submitted to the Division within thirty (30) days of execution. Subcontracts shall also be consistent with the requirements set forth in the Attachment E.

Task 1: Coordinate the delivery of transportation related hazardous materials response training within the district.

- a) Sponsor training courses that are consistent with the State Emergency Response Commission's (SERC) *Guidelines for Public Sector Hazardous Materials Training* (Guidelines) within the district with emphasis on maximizing the audience trained.
- b) Coordinate with emergency response groups that wish to sponsor their own training. Make easily reproducible, low-cost program materials available to these groups and assist with program sponsorship, if needed.
- c) The LEPC and LEPC subcontractors providing HMEP funded training are encouraged to register with the Florida State Fire Marshal (Florida State Fire College) as a training provider.
- d) Within the limits of funding available, coordinate the site, organization and delivery of federally sponsored training courses such as those offered by EPA, OSHA, U.S. DOT, etc.
- e) Maintain a system to inform interested parties within the district of upcoming federally-sponsored training courses.
- f) With funding from this grant, deliver only courses that have been approved by the U.S. DOT for use with HMEP grant funds or courses that meet the SERC training guidelines.
 - 1) Courses included on the "List of Federally-Approved Courses" are eligible for sponsorship under the grant. Courses not appearing on this list must be consistent with the SERC training guidelines. HMEP funds cannot be used for training courses that do not meet these guidelines.

Task 2: For each course conducted, submit a plan of instruction and course outline including level of training, number of hours, target audience, estimated cost of training, instructor credentials, materials or training packages to be used and a brief narrative describing the training scenario and goals of the course must be submitted to the Division for approval prior to utilization for HMEP-sponsored training. Attachment I depicts a sample format for the plan of instruction.

Task 3: Maintain a roster of those participating in each LEPC sponsored or coordinated HMEP-funded course throughout the district as well as pertinent statistics on those trained (i.e. profession, previous training, exam score, etc. [See Attachments J, M-1 and M-2 for a sample formats]. Statistics should coincide with the Federal Fiscal Year (October 1 - September 30). Upon mutual consent between the Division and the Recipient, the above requirements may be met by entering the training statistics into the Florida State Fire Marshal's (Florida State Fire College) training database.

- a) Evaluate courses offered as well as students participating in those courses. Administer at the end of each course a questionnaire for students to evaluate the training.
- b) Incorporate the results of this training project (numbers and types of responders trained at each level using HMEP funds) into the annual update of the LEPC's hazardous materials emergency response plan (See Attachments M-1 and M-2).

Task 4: Document number of hours of trainers and course participants spent in HMEP-sponsored training courses. Submit the information on your quarterly and annual summary report

- a) Personnel participating in HMEP-sponsored courses, whether as instructors or students, are to be counted toward the state's 20 percent contribution to the HMEP grant for the hours spent in the course. This "soft-match" contribution must be documented by the Recipient and submitted on the year-end program summary (See Attachments K and N).
- b) Course instructors paid with HMEP grant funds are not eligible for soft-match.

Task 5: Submit quarterly performance reports to the Division outlining courses offered and monies spent under the HMEP grant program (see Attachment L for a sample format).

- a) The performance report addressing courses offered should be a brief narrative including levels of training provided, training audience and a brief evaluation of each course.
- b) The financial report will include a statement of all HMEP funds spent on training during the period.
- c) Training schedules shall be submitted when established, and updated as necessary, to the Division's representative.

Deliverable: Subject to the funding limitations of this Agreement, and provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient for actual costs incurred in successfully completing an authorized training program. For the purposes of this Agreement, any project that completely satisfies the requirements of NFPA472 or OSHA 1910.120 qualifies as an authorized training program.

Attachment B
Program Statutes and Regulations

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005.

49 CFR Part 107, Subpart G

Hazardous Materials Emergency Preparedness Grant Program Expenditures and Activities Guidelines

Attachment C
Recordkeeping

All records related to this program must be retained for a period consistent with the requirements of 2 CFR part 200.

Attachment D-1

Reports

Plan of Instruction - District

HMEP Training Grant

*Complete one form for each course offered electronically.			
Course Name:			
Course Location:			
Proposed Course Dates:			
Level:	<input type="checkbox"/> Awareness <input type="checkbox"/> Operational <input type="checkbox"/> Technician <input type="checkbox"/> Specialist <input type="checkbox"/> Command <input type="checkbox"/>		
Target Audience:	<input type="checkbox"/> Emergency Management <input type="checkbox"/> Firefighter <input type="checkbox"/> Public Health <input type="checkbox"/> EMS <input type="checkbox"/> HAZMAT <input type="checkbox"/> Public Works <input type="checkbox"/> Environmental <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Transportation <input type="checkbox"/> Other <input style="width: 150px; height: 15px;" type="text"/>		
Is this course consistant with SERC Training Guidelines? (bold one)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NFPA 472? Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> OSHA 1910? Yes <input type="checkbox"/> No
	Full description of course:		

Estimated Costs		Instructor(s) Credentials	
Materials:		Name(s):	
Instructor(s) Fee:		Email Address:	
Student Travel:		Telephone Number:	
Course Management:		Credentials:	
TOTAL AMOUNT:	\$0.00		
Number of Students Trained:		Classroom Hours:	
Form Completed By: (Include Name, Title, Telephone Number and Date)			

Attachment D-2

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS
INVOICE FOR EXPENDITURES

AGREEMENT NUMBER: _____

PERIOD OF PERFORMANCE: (circle one)

1st Quarter: October – December 2nd Quarter: January –March
3rd Quarter: April – June 4th Quarter: July – September

Recipient: _____

FEID #: _____
DUNS #: _____

OBJECT COST CLASSIFICATIONS

TOTALS FOR THIS PERIOD

- 1. Course/Project Management Fees \$ _____
2. Student Travel \$ _____
3. Printing/Reproduction \$ _____
4. Contractual Services \$ _____
5. Supplies \$ _____
6. Other ** \$ _____

**Include description: _____

TOTAL COST \$ _____

* SUPPORTING DOCUMENTATION IS REQUIRED *

I hereby certify that all expenses listed above have been paid.

Name/Signature
Title
Date

TOTAL AMOUNT TO BE PAID ON THIS
INVOICE:
\$ _____
(To be completed by DEM)

THE SECTION BELOW IS TO BE COMPLETED BY DEM ON FINAL EXPENDITURE REPORT

TOTAL AWARD..... \$ _____
TOTAL EXPENDITURES..... \$ _____
UNEXPENDED FUNDS..... \$ _____

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, during normal business hours.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including Federal Award, 2 C.F.R. Part 200, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
7. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
8. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
9. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at Federal Award, 2 C.F.R. Part 200.

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.469 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period*. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings*. The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

10



Agenda Item Number: 10

Meeting Date: September 29, 2016

SUBJECT: Small Quantity Generators FY2016/17 Contracts with Escambia, Santa Rosa, Okaloosa, Holmes and Washington Counties

BACKGROUND: The Department of Environmental Protection's Small Quantity Hazardous Waste Generator (SQG) Program has been in place since the mid 1980's. Section 403.7225, Florida Statutes requires that counties, or regional planning councils on behalf of the counties, conduct the Hazardous Waste Assessment, Notification, and Verification program on a minimum of 20% of the total businesses in a county per given year. The program consists of contacting and verifying the hazardous waste disposal or recycling practices of businesses that generate small quantities of hazardous wastes. West Florida Regional Planning Council is presently authorized through the Board of County Commissioners of Escambia, Santa Rosa, Okaloosa, Washington and Holmes counties to conduct this program in their counties. Walton and Bay counties conduct their programs with county staff, however, a cost savings could be realized if these counties contracted with the WFRPC.

The contract enables the WFRPC to conduct the assessment in these counties in the same manner as years past.

FUNDING AMOUNT:	Escambia County	\$15,000
	Santa Rosa County	\$12,300
	Okaloosa County	\$13,500
	Washington County	\$4,000
	Holmes County	\$4,000

FUNDING PERIOD: October 1, 2016 - September 31, 2017

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign the Escambia, Santa Rosa, Okaloosa, Washington and Holmes County Small Quantity Generators contracts. Please contact Kathy Ahlen, WFRPC staff, at 1-800-226-8914, Extension 210 or Kathy.ahlen@wfrpc.org if additional information is needed.

**AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
THE WEST FLORIDA REGIONAL PLANNING COUNCIL**

This Agreement is entered into on October 1, 2016, by the **Escambia County, Florida**, (hereinafter referred to as the "County"), a political subdivision of the State of Florida with the address of 213 Palafox Place, Suite 11.101, Pensacola FL 32591, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

The parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations. The County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations;

In consideration of the mutual covenants and promises contained herein, the County and Council agree as follows:

1.00 SCOPE OF SERVICES

- 1.01 The Council shall provide the Required Services identified in Attachment A.
- 1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

- 2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect from October 1, 2016 until September 30, 2017, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with cause prior to such end date pursuant to Section 8.02.
- 2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.
- 2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

- 3.01 The Council will perform the Required Services described in Attachment A for the cost of \$15,000.00.
- 3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

- 4.01 The Council shall submit an invoice to the County upon completion of all deliverables as described in Attachment A.
- 4.02 The invoice shall be signed by the Executive Director of the Council as to its correctness.
- 4.03 The invoice shall be submitted to the County with a final report and such other documentation as may reasonably be required by the County.
- 4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.
- 4.05 The County may withhold payment until questions of accuracy and correctness are answered to its reasonable satisfaction.

5.00 WORK PRODUCTS

- 5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.
- 5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Escambia County – Mr. Jim Howes, Programs Division Manager, Escambia County Waste Services Dept., 13009 Beulah Rd., Cantonment, FL, ph: (850) 937-2144, email: jehowes@co.escambia.fl.us.

West Florida Regional Planning Council – Mr. Austin Mount, Director, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 201, Austin.mount@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information, which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. However, said indemnification and hold harmless shall only apply to the County's manner of implementation but shall not relieve Council of negligent, erroneous or wrongful recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council

shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$___0.00___ (the "Termination Fee").

8.02 **Termination for Cause.** If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of \$___0.00___ (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Escambia County, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council, do hereby enter into this Agreement.

ESCAMBIA COUNTY

WEST FLORIDA

REGIONAL PLANNING COUNCIL

By: _____

By: _____

Chair, Board of County Commissioners

Chair, West Fl Regional Planning Council

Date: _____

Date: _____

APPROVED:

ATTACHMENT A

Scope of Services

to Conduct the

Escambia County Small Quantity Generator

Assessment, Notification and Verification Program for 2016-17

West Florida Regional Planning Council will provide the following services for Escambia County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Escambia County. Utilize resources such as occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produce, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).
2. Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).
3. Provide information to business owners, non-profit organizations, and governmental facilities to help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. NOTE: The SQG Program is a non-enforcement program.
4. Notify the County Contact of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
5. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2017.
6. Provide a written report on the progress of the SQG program in the county, or per request any other common software format, upon completion of the verification process.

**AGREEMENT
BETWEEN
SANTA ROSA COUNTY, FLORIDA
AND
THE WEST FLORIDA REGIONAL PLANNING COUNCIL**

This Agreement is entered into on October 1, 2016, by the **Santa Rosa County, Florida**, (hereinafter referred to as the "County"), a political subdivision of the State of Florida with the address of 6495 Caroline Street, Milton, Fl 32570, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

The parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations. The County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations;

In consideration of the mutual covenants and promises contained herein, the County and Council agree as follows:

1.00 SCOPE OF SERVICES

- 1.01 The Council shall provide the Required Services identified in Attachment A.
- 1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

- 2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect from October 1, 2016 until September 30, 2017, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with cause prior to such end date pursuant to Section 8.02.
- 2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.
- 2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

- 3.01 The Council will perform the Required Services described in Attachment A for the cost of \$12,300.00.
- 3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

- 4.01 The Council shall submit an invoice to the County upon completion of all deliverables as described in Attachment A.
- 4.02 The invoice shall be signed by the Executive Director of the Council as to its correctness.
- 4.03 The invoice shall be submitted to the County with a final report and such other documentation as may reasonably be required by the County.
- 4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.
- 4.05 The County may withhold payment until questions of accuracy and correctness are answered to its reasonable satisfaction.

5.00 WORK PRODUCTS

- 5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.
- 5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Santa Rosa County – Mr. Tony Gomillion, 6495 Caroline Street, Suite M, Milton, FL 32570, TonyG@santarosa.fl.gov, (850) 983-1877.

West Florida Regional Planning Council – Mr. Austin Mount, Director, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 201, Austin.mount@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information, which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. However, said indemnification and hold harmless shall only apply to the County's manner of implementation but shall not relieve Council of negligent, erroneous or wrongful recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council

shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$___0.00___ (the "Termination Fee").

8.02 **Termination for Cause.** If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of \$___0.00___ (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Santa Rosa County, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council, do hereby enter into this Agreement.

SANTA ROSA COUNTY

WEST FLORIDA

REGIONAL PLANNING COUNCIL

By: _____
Chair, Board of County Commissioners

By: _____
Chair, West Fl Regional Planning Council

Date: _____

Date: _____

APPROVED:

ATTACHMENT A

Scope of Services

to Conduct the

Santa Rosa County Small Quantity Generator

Assessment, Notification and Verification Program for 2016-17

West Florida Regional Planning Council will provide the following services for Santa Rosa County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Santa Rosa County. Utilize resources such as occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produce, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).
2. Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).
3. Provide information to business owners, non-profit organizations, and governmental facilities to help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. NOTE: The SQG Program is a non-enforcement program.
4. Notify the County Contact of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
5. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2017.
6. Provide a written report on the progress of the SQG program in the county, or per request any other common software format, upon completion of the verification process.

RENEWAL AND AMENDMENT TO CONTRACT C05-1151-PW

Between Okaloosa County, Florida and West Florida Regional Planning Council
For Preparation of the Small Quantity Hazardous Waste Assessment, Notification and
Verification Program

This Renewal and First Amendment made and entered into this ____ day of _____, 2016, hereby renews contract C05-1151-PW, dated August 27, 2010, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter the “County”) and West Florida Regional Planning Council, an agency of the State of Florida (hereinafter the “Council”).

WHEREAS, on August 27, 2010, the County and the Council entered into its most recent agreement, C05-1151-PW, which provides Small Quantity Hazardous Waste Assessment, Notification and Verification preparation and support; and

WHEREAS, the initial term of C05-1151-PW expired on September 30, 2011, and has been renewed in writing by the parties each year since; and

WHEREAS, the parties now find it in the best interest of the general welfare to renew C05-1151-PW for an additional one (1) year term; and

WHEREAS, the parties wish to amend the contract to include insurance requirements; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew C05-1151-PW as follows:

1. C05-1151-PW is hereby renewed for a period of one (1) year. The contract renewal period shall begin October 1, 2016 and will expire September 30, 2017.
2. C05-1151-PW is hereby amended to include the insurance requirements as defined in Exhibit A, attached hereto and incorporated herein by reference.
2. C05-1151-PW is hereby amended to include the following additional provision:

Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC

**RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT OKALOOSA COUNTY RISK
MANAGEMENT DEPARTMENT 5479 OLD
BETHEL ROAD CRESTVIEW, FL 32536 PHONE:
(850) 689-5977 riskinfo@co.okaloosa.fl.us.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

(Intentionally Left Blank)

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

West Florida Regional Planning Council

Signature

Print Name

Date: _____

WITNESS

Signature

Print Name

Okaloosa County, Florida

Zan Fedorak, Purchasing Manager

Date: _____

EXHIBIT A
INSURANCE REQUIREMENTS

RESPONDENT'S INSURANCE

1. The RESPONDENT shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the RESPONDENT.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any

associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The RESPONDENT shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the RESPONDENT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The RESPONDENT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Broad Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the RESPONDENT shall notify the County representative in writing. The RESPONDENT shall purchase additional liability insurance to maintain

the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent’s Liability
 - 4.) Completed Operations and Products Liability

5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$1,000,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

PROPERTY INSURANCE

RESPONDENT shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the RESPONDENT. This insurance shall (1) include as an insured the OWNER, RESPONDENT, ENGINEER, and any others who have an insurable interest, (2) be written on a Builder’s Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and start up and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER , RESPONDENT, and ENGINEER

with thirty (30) days written notice to each other entity to whom a certificate of insurance is issued.

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the RESPONDENT's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the RESPONDENT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, RESPONDENT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
5479A Old Bethel Road
Crestview, Florida 32536

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, RESPONDENTS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that

RESPONDENT also submits a brief company financial statement.

5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
6. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
7. In the event of failure of the RESPONDENT to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by RESPONDENT upon presentation of a bill.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the RESPONDENT required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the RESPONDENT of any responsibility under this contract.

Should the RESPONDENT engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The RESPONDENT hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the RESPONDENT under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The RESPONDENT shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

**AGREEMENT
BETWEEN
WASHINGTON COUNTY, FLORIDA
AND
THE WEST FLORIDA REGIONAL PLANNING COUNCIL**

This Agreement is entered into on October 1, 2016, by the **Washington County, Florida**, (hereinafter referred to as the "County"), a political subdivision of the State of Florida with the address of 1331 South Blvd., Chipley, FL 32547, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

The parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations. The County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations;

In consideration of the mutual covenants and promises contained herein, the County and Council agree as follows:

1.00 SCOPE OF SERVICES

- 1.01 The Council shall provide the Required Services identified in Attachment A.
- 1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

- 2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect from October 1, 2016 until September 30, 2017, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with cause prior to such end date pursuant to Section 8.02.
- 2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.
- 2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

- 3.01 The Council will perform the Required Services described in Attachment A for the cost of \$4,000.00.
- 3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

- 4.01 The Council shall submit an invoice to the County upon completion of all deliverables as described in Attachment A.
- 4.02 The invoice shall be signed by the Executive Director of the Council as to its correctness.
- 4.03 The invoice shall be submitted to the County with a final report and such other documentation as may reasonably be required by the County.
- 4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.
- 4.05 The County may withhold payment until questions of accuracy and correctness are answered to its reasonable satisfaction.

5.00 WORK PRODUCTS

- 5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.
- 5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Washington County – Ms. Lynne Able, Public Safety Director for Washington County, 1331 South Blvd., Chipley, FL 32547, (850) 638-6203, ldorch@washingtonfl.com.

West Florida Regional Planning Council – Mr. Austin Mount, Director, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 201, Austin.mount@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information, which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. However, said indemnification and hold harmless shall only apply to the County's manner of implementation but shall not relieve Council of negligent, erroneous or wrongful recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council

shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$___0.00___ (the "Termination Fee").

8.02 **Termination for Cause.** If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of \$___0.00___ (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed

written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Washington County, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council, do hereby enter into this Agreement.

WASHINGTON COUNTY

WEST FLORIDA

REGIONAL PLANNING COUNCIL

By: _____

By: _____

Chair, Board of County Commissioners

Chair, West FI Regional Planning Council

Date: _____

Date: _____

APPROVED:

ATTACHMENT A

Scope of Services

to Conduct the

Washington County Small Quantity Generator

Assessment, Notification and Verification Program for 2016-17

West Florida Regional Planning Council will provide the following services for Washington County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Washington County. Utilize resources such as occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produce, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).
2. Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).
3. Provide information to business owners, non-profit organizations, and governmental facilities to help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. NOTE: The SQG Program is a non-enforcement program.
4. Notify the County Contact of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
5. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2017.
6. Provide a written report on the progress of the SQG program in the county, or per request any common software format, upon completion of the verification process.

**AGREEMENT
BETWEEN
HOLMES COUNTY, FLORIDA
AND
THE WEST FLORIDA REGIONAL PLANNING COUNCIL**

This Agreement is entered into on October 1, 2016, by the **Holmes County, Florida**, (hereinafter referred to as the "County"), a political subdivision of the State of Florida with the address of 107 E. Virginia Avenue, Bonifay, FL 32425, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

The parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations. The County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations;

In consideration of the mutual covenants and promises contained herein, the County and Council agree as follows:

1.00 SCOPE OF SERVICES

- 1.01 The Council shall provide the Required Services identified in Attachment A.
- 1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

- 2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect from October 1, 2016 until September 30, 2017, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with cause prior to such end date pursuant to Section 8.02.
- 2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.
- 2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

- 3.01 The Council will perform the Required Services described in Attachment A for the cost of \$4,000.00.
- 3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

- 4.01 The Council shall submit an invoice to the County upon completion of all deliverables as described in Attachment A.
- 4.02 The invoice shall be signed by the Executive Director of the Council as to its correctness.
- 4.03 The invoice shall be submitted to the County with a final report and such other documentation as may reasonably be required by the County.
- 4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.
- 4.05 The County may withhold payment until questions of accuracy and correctness are answered to its reasonable satisfaction.

5.00 WORK PRODUCTS

- 5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.
- 5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Holmes County – Mr. Joey Marsh, County Coordinator, 107 E. Virginia Avenue, Bonifay, FL 32425, (850) 547-1119, hcc@holmescountyfl.org.

West Florida Regional Planning Council – Mr. Austin Mount, Director, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 201, Austin.mount@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information, which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. However, said indemnification and hold harmless shall only apply to the County's manner of implementation but shall not relieve Council of negligent, erroneous or wrongful recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information which the Council neither knew, nor should have known, was erroneous, provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council

shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$___0.00___ (the "Termination Fee").

8.02 **Termination for Cause.** If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of \$___0.00___ (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed

written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Holmes County, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council, do hereby enter into this Agreement.

HOLMES COUNTY

WEST FLORIDA

REGIONAL PLANNING COUNCIL

By: _____

By: _____

Chair, Board of County Commissioners

Chair, West Fl Regional Planning Council

Date: _____

Date: _____

APPROVED:

ATTACHMENT A

Scope of Services

to Conduct the

Holmes County Small Quantity Generator

Assessment, Notification and Verification Program for 2016-17

West Florida Regional Planning Council will provide the following services for Holmes County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Holmes County. Utilize resources such as occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produce, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).
2. Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).
3. Provide information to business owners, non-profit organizations, and governmental facilities to help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. NOTE: The SQG Program is a non-enforcement program.
4. Notify the County Contact of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
5. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2017.
6. Provide a written report on the progress of the SQG program in the county, or per request any common software format, upon completion of the verification process.

11



Agenda Item Number: 11

Meeting date: September 29, 2016

**SUBJECT: Update: “Parking Strategies as a Catalyst to Economic Development”
Technical Assistance Project for City of Pensacola**

BACKGROUND: The City of Pensacola, in particular the downtown core, has experienced significant growth over the past five years and the pace of change over the next five to ten years has the potential to be even greater. Based on research regarding other cities of similar size and characteristics, it is evident that an effectively implemented parking model can enhance growth, provide a more satisfying experience to users, and provide a more profitable outcome for business owners in the area. The City of Pensacola recognizes that issues with respect to parking are a subset of a broader strategic vision that also covers transportation and livability, and that finding ways to maximize the economic impact of this change should be part of a longer-term vision. Consequently, the City is interested in developing an approach to implement a parking strategy that will enhance the current experience and complement the anticipated development of the urban core.

West Florida Regional Planning Council staff have completed the analysis of the current parking supply and the existing parking regulations for the downtown Pensacola study area, reviewed best practices throughout the country, and projected future parking demand in order to support current and future development and businesses. A summary of the final report will be presented during the September 2016 WFRPC board meeting.

STUDY AREA: West End, East Waterfront, Palafox, Seville, Aragon and Gateway zones identified in Mayor Ashton Hayward’s Urban Redevelopment Advisory Committee Final Report.

FUNDING AMOUNT: \$30,000

RECOMMENDED ACTION: This item is for information only. Please contact Jill Lavender, WFRPC staff, at 1-800-226-8914, Extension 212 or jill.lavender@wfrpc.org if additional information is needed.

12

Oral Report to be provided by WFRPC
Executive Director, Austin Mount

13

Monthly Highlights to be distributed during the meeting

14

MEMORANDUM

DATE: August 15, 2016

TO: Mr. Bryant Paulk, AICP, FDOT Urban Liaison
Ms. Christy Johnson, AICP, FDOT Urban Liaison

COPIES TO: TPO, TCC, and CAC members

FROM: Brian Youpatoff, TPO Coordinator

RE: TPO Actions Report - August 2016

The following items were discussed and acted upon by the Florida-Alabama Transportation Planning Organization (TPO) at the August 10, 2016 meeting. The TPO requests the Florida Department of Transportation (FDOT) to share this report with the appropriate department directors and to take action if requested by the TPO. Copies are sent to local government representatives for coordination with local plans.

TPO ADMINISTRATION

The Florida-Alabama Transportation Planning Organization (TPO) approved the following primary member and alternate member for the Northwest Florida Regional Transportation Planning Organization (RTPO):

- Commissioner Bob Cole, Santa Rosa County, Primary Member
- Commissioner Rob Williamson, Santa Rosa County, Alternate Member

This action maintains membership on the Northwest Florida RTPO.

UNIFIED PLANNING WORK PROGRAM

The TPO approved Resolution FL-AL 16-28 adopting an Amendment to the Fiscal Year 2017 – Fiscal Year 2018 Unified Planning Work Program (UPWP), Task D.1 Corridor Management Planning. This action identifies the amended TPO planning tasks and budget for Fiscal Year 2017 – Fiscal Year 2018.

TRANSPORTATION IMPROVEMENT PROGRAM

The TPO approved Resolution FL-AL 16-25, by unanimous roll call vote, amending the Fiscal Year 2017 – Fiscal Year 2021 Transportation Improvement Program (TIP) adding the construction phase for County Road 184 (Muscogee Road) from the Alabama state line to County Road 297A. This action ensures the FDOT can authorize funding for this project.

The TPO approved Resolution FL-AL 16-26, by unanimous roll call vote, amending the Fiscal Year 2017 – Fiscal Year 2021 TIP adding the study phase for the Bluff's Corridor Phase I Beck's Lake Road from U.S. 29 (State Road 95) to Spring Lake Park entrance. This action ensures the FDOT can authorize funding for this project.

STRATEGIC INTERMODAL SYSTEM

The TPO approved Resolution FL-AL 16-27 authorizing the Florida-Alabama TPO Chairman to sign a letter from the TPO to the FDOT expressing support for a Military Access Facility (MAF) Strategic Intermodal System (SIS) designation of the Naval Air Station (NAS) Pensacola Connector. This action ensures the county, TPO, and state can continue to provide support to an essential military facility and continue to meet the goals of safety, mobility and security set forth by the Fixing America's Surface Transportation (FAST) Act and the FDOT.

Florida-Alabama



Transportation Planning Organization

Grover C. Robinson, IV
Chairman

Rob Williamson
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

MEMORANDUM

DATE: September 9, 2016

TO: Mr. Bryant Paulk, AICP, FDOT Urban Liaison
Ms. Christy Johnson, AICP, FDOT Urban Liaison
Mr. Akhter Hossain, ALDOT

COPIES TO: TPO, TCC, and CAC members

FROM: Brian Youpatoff, TPO Coordinator

RE: TPO Actions Report - September 2016

The following items were discussed and acted upon by the Florida-Alabama Transportation Planning Organization (TPO) at the September 7, 2016 meeting. The TPO requests the Florida Department of Transportation (FDOT) to share this report with the appropriate department directors and to take action if requested by the TPO. Copies are sent to local government representatives for coordination with local plans.

PROJECT PRIORITIES

The TPO approved Resolution FL-AL 16-29 adopting the Fiscal Year 2018 – Fiscal Year 2022 Project Priorities. The overall Project Priorities was approved, by roll call vote, with 11 TPO members in favor and 1 member opposed. This action maintains the October 1, 2016 deadline for submitting the Project Priorities to the Florida Department of Transportation (FDOT) and the Alabama Department of Transportation (ALDOT).

The TPO modified the priorities to move project number 30 (17th Avenue Interchange) to project number 1 in the Non-Strategic Intermodal System (SIS) Project Priorities and the corresponding priorities will move down one each with the caveat that it will not impact existing priorities normal funding; and, if funding from cost savings from other projects in the state does not fund this project for construction by September 7, 2017, the 17th Avenue Interchange will be changed from the number 1 priority to the number 13 priority falling behind the US 98 from Bayshore Drive to Portside Drive project. The change to the Project Priorities was approved, by roll call vote, with 10 TPO members in favor and 2 members opposed.

QUINETTE ROAD BRIDGE PROJECT

The TPO approved Resolution FL-AL 16-35 supporting ranking County Road 184 (Quintette Road) Bridge Project and funding with Bridge Replacement Program funds. This action enhances the safety of the County Road 184 (Quintette Road) bridge.

TITLE VI AND NONDISCRIMINATION POLICY AND PLAN INCLUDING LIMITED ENGLISH PROFICIENCY

The TPO approved Resolution FL-AL 16-30 approving the updated Title VI and Nondiscrimination Policy and Plan Including Limited English Proficiency (LEP). This action provides compliance with Title VI of the Civil Rights Act of 1964.

TRANSPORTATION IMPROVEMENT PROGRAM

The TPO approved Resolution FL-AL 16-31, by unanimous roll call vote, amending the Fiscal Year 2017 – Fiscal Year 2021 Transportation Improvement Program (TIP), adding lighting retrofits on State Road 292 (Barrancas Avenue) from 2nd Street to West Herman Avenue. This action ensures the FDOT can authorize funding for this project.

The TPO approved Resolution FL-AL 16-32, by unanimous roll call vote, amending the Fiscal Year 2017 – Fiscal Year 2021 TIP, adding lighting retrofits on State Road 295 (South Navy Boulevard) from Sunset Avenue to County Road 298 A (Jackson Street). This action ensures the FDOT can authorize funding for this project.

The TPO approved Resolution FL-AL 16-33, by unanimous roll call vote, amending the Fiscal Year 2017 – Fiscal Year 2021 TIP, adding lighting retrofits on State Road 298 (Lillian Highway) from North 69th Avenue to North 57th Avenue. This action ensures the FDOT can authorize funding for this project.

The TPO approved Resolution FL-AL 16-34, by unanimous roll call vote, amending the Fiscal Year 2017 – Fiscal Year 2021 TIP, adding lighting retrofits on State Road 281 (Avalon Boulevard) from State Road 8 (I-10) East Bound Ramp to Carroll Road. This action ensures the FDOT can authorize funding for this project.

MEMORANDUM

DATE: August 16, 2016

TO: Mr. Bryant Paulk, AICP, FDOT Urban Liaison
Ms. Christy Johnson, AICP, FDOT Urban Liaison

COPIES TO: TPO, TCC, and CAC Members

FROM: Brian Youpatoff, TPO Coordinator

RE: TPO Actions Report – August 2016

The following items were discussed and acted upon by the Okaloosa-Walton TPO at the August 11, 2016 meeting. The TPO requests the Florida Department of Transportation (FDOT) to share this report with the appropriate department directors and to take action if requested by the TPO. Copies are sent to local government representatives for coordination with local plans.

2040 LONG RANGE TRANSPORTATION PLAN

The TPO approved Resolution O-W 16-17 adopting the 2040 Long Range Transportation Plan (LRTP) Evaluation Criteria Technical Report. This action assists in maintaining the March 2017 adoption date of the 2040 LRTP.

The TPO approved Resolution O-W 16-18 adopting the 2040 LRTP Needs Plan with the following modifications:

- The County Road (CR) 30A Mobility/Autonomous Vehicle Program was added to the 2040 LRTP Needs Plan.
- Modification for language of autonomous vehicles or adding a description for autonomous vehicles was requested and grant language from the CR 30A Mobility/Autonomous Vehicle Program will be utilized.
- State Road (SR) 285 connector to U.S. 90 was removed from the 2040 LRTP Needs Plan.
- In order to be consistent with the Florida Department of Transportation (FDOT) Strategic Intermodal System (SIS) Unfunded Needs Plan the project limits on the SR 85 widening project were changed from Duke Field Interchange to I-10 to SR 123 to I-10.

This action assists in maintaining the March 2017 adoption date of the 2040 LRTP.



Mike Nichols
Chairman

Pamn Henderson
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Rd. Suite A 32514
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MEMORANDUM

DATE: September 16, 2016
TO: Ms. Suzanne Lex, FDOT Urban Liaison
Mr. Starsky Harrell, FDOT Urban Liaison
COPIES TO: TPO, TCC, and CAC Members
FROM: Jenny Cook, TPO Coordinator
Mary Beth Washnock, TPO Coordinator
RE: TPO Actions Report – August 2016

The following items were discussed and acted upon by the Bay County Transportation Planning Organization (TPO) at the August 24, 2016 meeting. The Florida Department of Transportation (FDOT) has requested a copy of this report so the appropriate FDOT department directors can take action as requested by the TPO. Copies are sent to local government representatives for coordination with local plans.

TPO ADMINISTRATION

- Consent Item for a transit committee to the TPO. Chairman Nichols stated that it should be brought back in September with a plan on who should serve on the committee. Chairman Nichols received a consensus from the other members to have it brought back in September for discussion.
- The TPO approved a motion to amend the amending the FY 2016-2020 and FY 2017-2021 Transportation Improvement Programs to add and increase the Design Phase for SR 75 (US 231). The amendment adds the design phase for the FY 2016-2020 TIP and increases the cost of the design phase for the FY 2017-2021 TIP for Project #2179104 SR 75 (US 231) from SR 30A (US 98) 15th Street to South of Pipe Line Road in FY 2016/17 for a total cost of \$9,924,908.
- The TPO approved a motion to authorize the TPO Chairman to approve the Transit Program Administrator to work with the Transit Operator and the TPO Chairman to add additional transit vehicles on Route 7 to address the peak season.
- The TPO approved a motion to authorize the TPO Chairman to execute the agreement between the TPO and the Pond and Company architect company concerning the HVAC system and its replacement.



“...planning for the future transportation needs of Bay County and its municipalities...”