

City of Dunnellon, Florida
Technical Assistance
Invitation to Bid #BID2015-04

A. Introduction

The City of Dunnellon has applied for and been awarded a performance-based technical assistance grant from the Florida Department of Economic Opportunity (DEO) for the Fiscal Year 2015-16. The City of Dunnellon (“the City”) is therefore soliciting bids from qualified, professional, and experienced planning consultant firms to prepare amendments to the City’s Comprehensive Plan. Minority and women-owned qualified businesses are encouraged to respond to this Invitation to Bid (ITB).

The products to be produced will be a cohesive integrated Comprehensive Plan with all amendments previously adopted by ordinance that reflects all goals, objectives, and policies currently in effect; EAR-based amendments prepared and transmitted to DEO in compliance with the Community Planning Act of 2011; plan amendments that address water resource provisions of the Plan (Rainbow Springs and the Withlacoochee River); plan amendments to correct deficiencies; and improvements to the Plan including innovative performance-based approaches. Public workshops and hearings will be conducted as necessary.

Interested firms are invited to respond to this Invitation to Bid (ITB) to assist the City in completing its goals under the grant. The services required are described in the following sections of this ITB.

B. Scope of Work

1. Project Description: The City will utilize Community Planning Technical Assistance Grant funding to address critical planning issues.

- **Integration of Plan amendments.** The City of Dunnellon has in previous years adopted Comprehensive Plan Amendments which have never been completely integrated into a single Comprehensive Plan. Therefore, the Comprehensive Plan must be integrated into one cohesive legislative document to be readily available to the public, staff, attorneys, and elected officials. This task requires planning skills to determine which are the goals, objectives, and policies currently in force and effect.
- **Data and analysis adopted by ordinance - vacated and deleted by subsequent ordinance.** The City has reason to believe that some comprehensive plan ordinances adopted in the past have adopted data and analysis. The City will need advice on specifically what ordinances have included adoption of data and analysis so that the City can specify by subsequent ordinance (possibly the ordinance adopting EAR-based amendments) which data and analysis are to be vacated and deleted.

- **EAR-based amendments.** The City timely submitted its evaluation and appraisal notification letter to the Department of Economic Opportunity (DEO) prior to its due date of December 1, 2015. The City desires to timely transmit its EAR-based amendments in compliance with the Community Planning Act. The evaluation and appraisal notification letter is attached as **Exhibit A**.
- **Compliance with current law; housekeeping.** The City's Comprehensive Plan and its amendments have goals, objectives, and policies that must be changed because they are obsolete or are not compliant with current statutory (outside of the Community Planning Act) and judicial case law. The City's goal is to correct the goals, objectives, and policies so that they are consistent with current law. The City is currently undergoing the amendment review process to correct those policies which are inconsistent with State law, to the extent the inconsistencies have become known by the city attorney, and anticipates that initial plan amendments will be transmitted to DEO in October, 2015. However, it is suspected that other inconsistencies or illegalities in the Comprehensive Plan may exist.
- **Protecting Outstanding Florida Waters.** The City of Dunnellon includes within its boundaries portions of Rainbow Springs Run, a resource of statewide significance as Outstanding Florida Waters, as well as portions of the Withlacoochee River. Under its Comprehensive Plan the City ensures appropriate land use and development standards proximate to these natural resources through its future land use assignments, a river corridor protection area and other measures. While the City is fully committed to the appropriate protection of Rainbow Springs Run and the Withlacoochee and treasures the resources for both their intrinsic values and economic benefits, it also recognizes that current development controls have been controversial and there may be new opportunities for innovative performance-based approaches that would achieve the same or better outcomes without being unduly restrictive of the rights of private property owners. The City therefore needs assistance in drafting goals, objectives, and policies of its Comprehensive Plan to achieve an appropriate balance, advice to the Planning Commission acting as the local planning agency and City Council, and assistance in navigating the public hearing process.

The City expects to enter into a Funding Agreement with DEO in a form that is substantially similar to the Agreement attached as **Exhibit B**. The City's intent is to use the outputs from this grant to set its direction and move forward to achieve its goals set forth above.

2. **Technical Assistance Scope of Work.** To reach the City's goals, the Scope of Work anticipated to be made part of the Funding Agreement with DEO is attached as **Exhibit C**. The City, working in conjunction with the firm awarded this bid, will be required to perform the tasks and timely provide DEO with the deliverables identified in the Scope of Work, pursuant to the terms of this Agreement, and submit invoices for payment in the amounts and on the dates set forth in **Exhibit C**.

DEO's responsibilities will be to receive and review deliverables and, upon approval of the deliverables, process payment.

C. Project Schedule

Time is of the essence for all deliverables under the Funding Agreement, as set forth in **Exhibit C**. If the deliverables are not met by the dates set forth in the Scope of Work, the City will incur substantial financial penalties under the Funding Agreement.

D. Qualifications

1. **Statement of qualifications.** The response to this ITB must include:

- a statement of firm qualifications or a firm resume of qualifications related to the project;
- the name, address, and brief history of the planning firm;
- complete resumes of key personnel within the firm who would be assigned to the project, along with a list of their responsibilities within the project;
- related experience of the designated key personnel during the last ten (10) years, including, if applicable, the name(s) of the communities served, contact persons, and phone numbers;
- whether the firm or key personnel to be assigned to the project have served communities under technical assistance grant(s) received by DEO/DCA; and
- a comprehensive list of five (5) references related to this type of project.

2. **Certifications.** Bidders must submit certifications within their responses to this ITB under oath, sworn to before a notary public, that:

- **Discriminatory Vendor.** Pursuant to section 287.134, Fla. Stat., the bidder or any affiliates have never been placed on the discriminatory vendor list.
- **Drug Free Workplace.** The firm has a drug free workplace policy in accordance with section 287.087, Florida Statutes.
- **Compliance with terms of Funding Agreement.** The firm has the ability and willingness to comply with the terms of the Funding Agreement and Scope of Work (**Exhibits B and C**), as the Funding Agreement relates to subcontractors, if awarded the professional services contract.
- **Truthfulness.** The response to the ITB is truthful to the best of the knowledge of the signor, that the signor is duly authorized to submit the response to the ITB on behalf of the firm, and the firm is ready, willing, and able to perform if awarded the professional services contract.
- **Bid to remain firm.** The bid will remain firm for a period of sixty (60) days in order to allow the City adequate time to evaluate the bids.

3. **Schedule and Availability.** Describe current work schedule(s) of key personnel, availability to perform the required services, and willingness to travel to the City of Dunnellon to conduct and participate in staff and public meetings.

E. Project Cost and Contract

1. **Project Cost:** The City desires a professional services contract with a not-to-exceed fee for the required services of **\$50,000** commensurate with the grant award, with payments being made to the firm awarded the contract within thirty (30) days after the City receives payments from DEO under **Exhibit C**; or, if DEO's Agreement Manager authorizes extensions for submission of deliverables identified in the Scope of Work (**Exhibit C**), thirty (30) days after the City receives payments under the approved extension date(s).
2. **Contract:** The terms of the professional services contract with the City will include and not be limited to the following:
 - The firm shall indemnify and hold the City harmless for any claims against the City for property damage, bodily injury, and death caused by the sole negligence or intentional acts of the firm or of the firm's officers or employees. Additionally, the firm shall indemnify and hold the City harmless in the event the deliverables under the Scope of Work (**Exhibit C**) of the Funding Agreement with DEO are not timely made due to the sole negligence or intentional acts of the firm, and the City incurs penalties as set forth in the Funding Agreement as a result of the firm's sole negligence or intentional acts.
 - The firm shall expressly agree to comply with and abide by all local, state, and federal laws.
 - The firm shall timely submit to the City all documents in order to meet the due date of deliverables, at no cost to the City. Upon completion of the Agreement, the firm shall ensure that the City has within its possession all public records prepared during the term of this Agreement, at no cost to the City.
 - Dispute resolution between the City and the firm shall occur under the same provisions as stated in the Funding Agreement (**Exhibit B**).
 - The firm shall not discriminate against any employee employed in the performance of the professional services contract, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.
 - The firm shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
 - The firm shall not use any funds received by the City under the Funding Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

- The firm shall utilize the E-Verify system to verify employment eligibility of all new employees hired by the firm during the term of the professional services agreement, in accordance with the Funding Agreement (**Exhibit B**) and Executive Order 11-116, signed May 27, 2011, by the Governor of Florida.
- Provisions of section 119.0701, Florida Statutes, shall be included in the professional services contract as required by that statute.
- Either party may terminate the professional services contract without cause, at will, or in its sole discretion with at least a 60-day written notice of termination. Termination of the contract must coincide with the due date of a deliverable as set forth in the Scope of Work (**Exhibit C**), or any extensions granted by DEO's Agreement Manager for submission of deliverables; and the firm shall be entitled to be paid for work performed through the due date to meet the deliverables, provided however, that the firm is otherwise in compliance with the contract.
- The professional services contract shall not be assignable without prior written approval of the other party.

F. Insurance Requirements

Upon award, the successful bidder shall be required to obtain and furnish to the City, prior to the effective date of the professional services contract, Certificates of Insurance approved by the City with the following minimum coverage. All insurance policies shall be with insurers with an acceptable rating, registered and licensed to do business in the State of Florida. Workers' compensation shall be maintained by the selected firm for all employees engaged in the work under this ITB. Employers liability insurance shall be maintained by the selected firm at limits no less than the following:

\$100,000 Each accident
 \$100,000 Disease each employee
 \$500,000 Disease aggregate

Comprehensive general liability insurance shall be maintained by the selected firm with limits not less than the following:

\$1,000,000 Bodily injury and property damage – each occurrence
 \$1,000,000 Personal injury – each occurrence
 \$2,000,000 General aggregate

Coverage shall include professional liability and independent contractors liability.

G. Reserved Rights of the City

The City of Dunnellon reserves the right to accept or reject any or all responses to this ITB without recourse, to waive technicalities, and to accept the bid which in its judgment best serves the interests of the City. Cost of submittal of a bid is considered an operational cost of the bidder and shall not be passed on or born by the City.

H. Proposal Evaluation

The bids will be evaluated based on the criteria listed below.

- 1. Understanding the Project:** The City will review a brief statement of the firm's understanding of the project as described in this ITB.
- 2. Quality of Submittal:** The City will give consideration to the quality of firm's submittal.
- 3. Public Input and Engagement:** The City will give comparative consideration to the nature and number of public workshop and input sessions with which the key personnel who will be assigned to the project have been involved and the key personnel's recommended engagement techniques for public workshop and input sessions.
- 4. Qualifications of the Firm:** The City will give weight to the firm's professional qualifications and experience in similar projects, the key personnel within the firm who will be assigned to the project, and the resources within the firm to timely complete the project. The City will give due consideration to firms which have served communities for comprehensive land use planning, particularly under technical assistance grants from DEO/DCA for comprehensive planning in the last ten (10) years.
- 5. Project Schedule.** The City will evaluate the firm's commitment and ability to meet the proposed schedule as described previously in this ITB.

I. Questions

Technical questions and clarifications regarding this ITB must be made in writing to Eddie R. Esch, Sr., City Manager at: eesch@dunnellon.org. No questions will be accepted after **August 21, 2015**.

J. Submission Process

Five (5) paper copies of submission are required plus one PDF copy on a CD. Please place bids in a sealed envelope or box labeled: "**Planning Consultant Response to City of Dunnellon ITB #BID2015-04**" and send or deliver to:

City Clerk Dawn Bowne
City of Dunnellon
20750 River Dr.
Dunnellon, Florida 34431

K. Bid Due Date

Sealed bids will be accepted up until **2:00 pm, August 26, 2015**. Bidders may **withdraw their bids by notifying Eddie Esch, Sr., the City Manager, in writing at any time prior to this due date**. Bids, once opened, become the property of the City and will not be returned to the bidders.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eddie Esch, Sr.", with a large, stylized flourish at the end.

Eddie Esch, Sr.
City Manager
City of Dunnellon

Enclosures:

- Exhibit A** – Evaluation and appraisal notification letter
- Exhibit B** - Funding Agreement
- Exhibit C** - Scope of Work

CITY OF DUNNELLO

INVITATION TO BID

EXHIBIT A

Evaluation and Appraisal Notification Letter



CITY OF DUNNELLON

20750 River Drive
Dunnellon, FL 34431
(352) 465-8500
FAX (352) 465-8505

November 19, 2014

Florida Department of Economic Opportunity
Division of Community Planning and Development
ATTN: Ray Eubanks,
Plan Processing Administrator
107 East Madison Street, Caldwell Building, MSC 160
Tallahassee, Florida 32399

Re: Evaluation and Appraisal Notification Letter

Dear Mr. Eubanks:

Florida Statutes § 163.3191 requires the City of Dunnellon to periodically review its Comprehensive Plan and determine whether plan amendments are necessary to reflect changes in state law requirements. Florida Administrative Code Rule 73C-49.002 requires Dunnellon to conduct the first such review since the 2011 adoption of the Community Planning Act by December 1, 2014.

The City of Dunnellon has conducted this review and determined that changes to the Comprehensive Plan are necessary to reflect changes in state law. The city provides this letter to notify the state land planning agency of this determination, to identify plan amendments necessary to reflect changes in state law and to identify other necessary plan amendments. Please note that the city may adopt Comprehensive Plan amendments that are different from those identified here after holding public hearings on proposed amendments.

The City of Dunnellon's evaluation has identified the following necessary changes:

I. General

- A. Update data and analysis in the comprehensive plan with a focus on the data the Community Planning Act requires.
- B. Update plans for capital project development.
- C. Delete references to repealed Rule 9J-5, Florida Administrative Code. Revise citations to reference Chapter 163, Florida Statutes where appropriate.
- D. Adopted levels of service and the concurrency management system appear in multiple elements. Determine if the city wishes to administer concurrency programs for transportation, schools and recreation through its comprehensive plan. Review all levels of service references to ensure consistency. Ensure the concurrency management system and proportionate share methodology is consistent within the Comprehensive Plan and between the Comprehensive Plan and the Land Development Code.
- E. To comply with F.S. § 163.3177(2) and (6)(a)2, identify the CRA in the Future Land Use Map series or remove references to the CRA from the Comprehensive Plan.
- F. To comply with 163.3177(6)(d)3 prepare the ten-year water supply facilities work plan as an appendix to the public facilities element
- G. For consistency with 163.3161(1), change references to the “Local Government Comprehensive Planning and Land Development Regulation Act” to read “Community Planning Act.”
- H. For consistency with 163.3204, change references to the “Department of Community Affairs” to “state land planning agency.”
- I. Throughout the plan revise or delete outmoded dates established to measure the accomplishment of goals and objectives.
- J. To avoid regulatory duplication via the plan, revise or delete language with a high degree of regulatory specificity that may be better implemented in the land development regulations.

II. Future Land Use Element

- A. To comply with F.S. § 163.3177(6)(a), amend the Future Land Use Element to establish the long-term end toward which land use programs and activities are ultimately directed.
- B. To comply with F.S. § 163.3177(6)(a), amend Objective 1 to clarify that density figures refer to the gross acreage of land rather than net developable acreage.
- C. To comply with F.S. § 163.3177(6)(a)2, amend the Future Land Use Element to include criteria that will be used to achieve compatibility of lands near public use airports

D. To comply with F.S. § 163.3177(6)(a)1 Review the description of all land use categories and clarify densities and intensities. Create a new “Rural” land use category to mirror that of Marion County.

E. To comply with F.S. § 163.3177(6)(a)3.d., amend Policy 7.2 to require schools to be located in close proximity to existing or anticipated concentrations of urban residential development.

F. To comply with F.S. § 163.3177(6)(a)3.h., amend Policy 1.6 to provide greater specification for mixed use development including the percentage distribution among the mix of uses, or other standards, and the density and intensity of each use.

G. To comply with 163.3177(6)(a)4 , the future land use map shall “accommodate at least the minimum amount of land required to accommodate the medium projections of the Bureau of Economic and Business Research for at least a 10-year planning period unless otherwise limited.” A policy will also be added to clearly establish compliance with this new requirement.

H. To comply with F.S. § 163.3177(6)(a)9., amend the Future Land Use Element to discourage the proliferation of urban sprawl , as redefined in 2011 Community Planning Act.

I. To comply with F.S. § 163.3177(6)(a)10., amend Future Land Use Map to provide a land use designation for all land in the city. Update the City Limits with recent annexations and compile recent amendments.

J. To comply with F.S. § 163.3177(6)(a)10.b.(I), amend Future Land Use Map series to identify the designated historic district. Additionally identify any significant historic properties worthy of greater protection.

K. To comply with F.S. § 163.3177(6)(a)10.c.(I), amend Future Land Use Map series to identify existing potable water wells and wellhead protection areas.

L. If the City chooses not to comply with F.S. § 163.3180(5)(a) through (h), amend Policy 5.4 to remove references to roadway level of service.

M. To comply with F.S. § 163.3177(1)(f) 3, amend the comprehensive plan to be based upon permanent and seasonal population estimates and projections, which shall either be those published by the Office of Economic and Demographic Research or generated by the local government based upon a professionally acceptable methodology. The plan must be based on at least the minimum amount of land required to accommodate the medium projections as published by the Office of Economic and Demographic Research for at least a 10-year planning period.

III. Transportation Element

A. Because the City of Dunnellon is within the metropolitan planning area of the Ocala - Marion County Transportation Planning Organization, amend the Transportation Element to be

consistent with the requirements of F.S. § 163.3177(6)(b) including adding policies to address the requirements of F.S. § 163.3177(6)(b)l. and 2.

B. If the City chooses to maintain a transportation concurrency program, amend Transportation Element and other applicable elements to maintain compliance with F.S. § 163.3180(5)(h).

C. To establish compliance with 163.3177(6)(b), incorporate the Dunnellon recreational trails plan into the transportation element.

D. References to the Ocala Marion County “MPO” need to be revised to read “TPO.”

IV Public Facilities Element

A. To comply with 163.3177(6)(c) ensure that selected 2011 requirements from repealed Rule 9J-5 remain in the plan.

V. Aquifer Protection Element

A. Eliminate duplication between well head protection language in the Public Facilities element and the Aquifer Protection element to reduce the likelihood of internal inconsistency.

B. Eliminate duplication between Objective 4.0 in the Aquifer Protection element and water conservation policies in the Conservation Element for clarity and to reduce the likelihood of internal inconsistency.

VI. Conservation Element

A. Eliminate duplication between geo-physical analysis requirements in the Conservation and Aquifer Protection elements to reduce the likelihood of internal inconsistency.

B. To comply with 163.3177(6)(d)1 and 2 ensure that selected 2011 requirements from repealed Rule 9J-5 remain in the plan.

C. Relocate several policies under Conservation Objectives 2 and 8 to the Public Facilities element as suggested in the plan text.

VII. Recreation and Open Space Element

A. Rectify an apparent internal inconsistency between Recreation Policies 1.3 and 1.4 .

VIII. Housing Element

A. To comply with 163.3177(6)(f) ensure that selected 2011 requirements from repealed Rule 9J-5 remain in the plan.

B. Revise references to “Standard“ building Code to read “Florida“ Building code.

XI. Intergovernmental Coordination Element

A. To comply with 163.3177(6)(h)1. amend the element to recognize the Dunnellon airport master plan.

B. To comply with 163.3177(6)(h)1.b. amend policy 6.1 to include a dispute resolution process as prescribed in section 186.509, F.S.

C. To comply with 163.3177(6)(h)1.c the intergovernmental coordination element shall provide for interlocal agreements pursuant to s.333.03(1)(b), F.S., between adjacent local governments regarding airport zoning regulations.

X. Capital Improvements Element

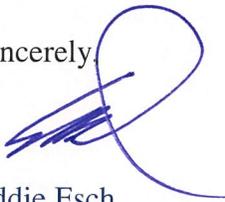
A. To comply with F.S. § 163.3177(3), update capital improvements schedule.

B. Update Levels of Service to include all applicable.

C. To acknowledge the benefits of 163.3177(2), delete references to the requirement for a financially feasible capital improvements plan, therefore allowing potential grant funded projects to be listed in the 5-year schedule of improvements.

The City looks forward to developing the 2015 comprehensive plan update into a concise and meaningful statement of intent. If you have any questions, please do not hesitate to contact this office.

Sincerely,



Eddie Esch
City Manager

RESOLUTION #RES2014-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, MARION COUNTY, FLORIDA, APPROVING AND CONFIRMING THE EVALUATION AND APPRAISAL NOTIFICATION LETTER PREPARED PURSUANT TO § 163.3191, FLORIDA STATUTES (2011) FOR THE DUNNELLON COMPREHENSIVE PLAN; STATING THE INTENT OF THE CITY COUNCIL TO PREPARE AND SUBMIT A PROPOSED AMENDED COMPREHENSIVE PLAN AND DATA AND ANALYSIS THEREFORE, BASED UPON THE LETTER, WITHIN ONE YEAR; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO SUBMIT THE EVALUATION AND APPRAISAL LETTER TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA AS FOLLOWS:

WHEREAS, the Florida Legislature intends that local planning be a continuous and ongoing process; and

WHEREAS, Section 163.3191, Florida Statutes (2011), requires local governments to assess their adopted comprehensive plans to determine whether changes in the state requirements under the Community Planning Act require that their comprehensive plans be amended; and

WHEREAS, the Community Planning Act encourages local governments to assess whether their comprehensive plans should be changed to address changes in local conditions; and

WHEREAS, the City Council, acting as the designated Local Planning Agency, has reviewed the Evaluation and Appraisal Notification Letter; and

WHEREAS, the City Council has reviewed the Evaluation and Appraisal Notification Letter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON:

SECTION 1. The City Council does hereby approve and confirm the Evaluation and Appraisal Notification Letter for the City of Dunnellon Comprehensive Plan, attached hereto.

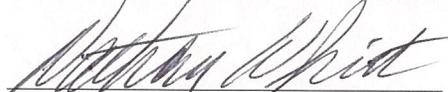
SECTION 2. The City Council does hereby state its intention to prepare and transmit amendments to the City of Dunnellon Comprehensive Plan, with data and analysis therefore, based upon the Evaluation and Appraisal Letter, within one (1) year from the date of this Resolution.

SECTION 3. The City Council directs the City Manager or designee to send this Resolution and the Evaluation and Appraisal Notification letter to the Department of Economic Opportunity in accordance with Section 163.3191, Florida Statutes as soon as reasonably possible and in no event later than December 1, 2014.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

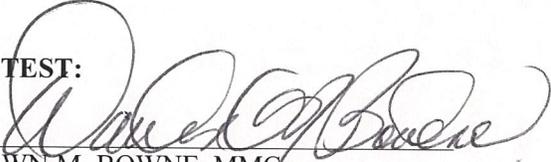
PASSED AND ADOPTED by the City Council of the City of Dunnellon, Marion County, Florida, at a regular Council meeting, this 10th day of November, 2014

CITY OF DUNNELLON, FLORIDA

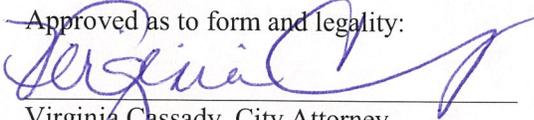

NATHAN WHITT, MAYOR

11-10-2014

ATTEST:


DAWN M. BOWNE, MMC
CITY CLERK
11-10-2014

Approved as to form and legality:


Virginia Cassady, City Attorney
11-10-2014

CITY OF DUNNELLON

INVITATION TO BID

EXHIBIT B

Format of Funding Agreement

FUNDING AND PROGRAM AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
[REDACTED]

THIS FUNDING AND PROGRAM AGREEMENT (Agreement), by and between the FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), located at 107 East Madison Street, Tallahassee, Florida 32399-4120, and [REDACTED] (Recipient), located at [REDACTED] is made and entered into as of the date last signed below (the "Effective Date"). DEO and Recipient are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the 2014 Legislature appropriated recurring funds (the "Funds") from the Grants and Donations Trust Fund for the purpose of providing technical assistance to local governments for implementation of growth management planning efforts; and

WHEREAS, Recipient acknowledges that this is a performance based funding program and represents that it possesses the requisite skills, knowledge, qualifications and experience to perform the tasks described herein; and

WHEREAS, DEO and Recipient desire to enter into this Agreement with regard to the implementation of the funding and programs described herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

1. PARTIES:

The Parties and their respective addresses for purposes of this Agreement are as follows:

For DEO:
Department of Economic Opportunity
Division of Community Development
107 East Madison Street, MSC 160
Tallahassee, Florida 32399-4120
Telephone Number (850) 717-8475
Facsimile Number (850) 717-8522

For Recipient:
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

2. AGREEMENT MANAGERS:

The Parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. DEO's Agreement Manager is [REDACTED] and may be reached at telephone number (850) [REDACTED]. Recipient's Agreement Manager is [REDACTED] Grants/Special Projects Coordinator, who may be reached at telephone number [REDACTED]. Either Party may change its Agreement Manager at any time by written notice to the other.

3. TERM:

This Agreement will commence as of the date of execution, and, unless earlier terminated pursuant to the terms hereof, will expire on [REDACTED]. Recipient acknowledges this Agreement is subject to the availability of funds, legislative appropriations, statutory changes, and further conditioned upon its satisfactory performance of all duties and obligations hereunder, as determined by DEO.

4. NOTICES:

a. All notices provided under or pursuant to this Agreement shall be in writing delivered to DEO's Agreement Manager identified in Section 2 of this Agreement by confirmed electronic mail, business mail service, or certified mail, return receipt requested. Any such notice, demand, request, or other communication shall be effective only if and when it is received by DEO's Agreement Manager.

b. If Recipient is unable to perform any service or is unable to make use of any funds awarded for a service provided for under this Agreement, Recipient shall share this information with DEO within five (5) working days of Recipient's discovery of the shortfall.

5. AMENDMENT AND MODIFICATION:

a. This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties, or as defined in Section 5(c) of this Agreement. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree therein. The Term of this Agreement may only be amended through formal written modification to this Agreement.

b. Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or other electronic transmission. Receipt of the facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

c. DEO's Agreement Manager may authorize extensions for submission of deliverables identified in Exhibit A, *Scope of Work*, and Exhibit B, *Payment Plan*, without a requirement for written modification of the Agreement. Requests for extensions shall be in accordance with the following:

1. Requests for extension shall be in writing.
2. Requests for extension shall be submitted to DEO's Agreement Manager, in accordance with the notice requirements of Section 4 of this Agreement.
3. Requests for extension must be submitted ten (10) working days before the deliverable due date.
4. Requests for extension must state the reason for extension to the reasonable satisfaction of DEO's Agreement Manager. DEO's Agreement Manager may request additional documentation in evaluating a request for extension.

d. DEO's Agreement Manager shall respond in writing, to Recipient's Agreement Manager, to a request for extension within five (5) working days.

6. EXHIBITS:

Attached to and made a part of this Agreement are the following Exhibits, each of which is incorporated into and is an integral part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Payment Plan
Exhibit C	Audit Requirements
Exhibit D	Audit Compliance Certification
Exhibit E	Request for Payment

7. DUTIES AND OBLIGATIONS:

a. Recipient shall develop and implement programs and strategies, including but not limited to, those services, programs, and activities more particularly described in Exhibit A, *Scope of Work*.

b. Recipient shall avoid duplication of existing state and local services and activities and make a diligent effort to coordinate with other components of state and local economic

development initiatives in connection with the development and implementation of the services, programs, and activities under this Agreement.

c. Subject to chapter 119, Florida Statutes (F.S.), Recipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State of Florida as a reference, or otherwise linking Recipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

8. PAYMENT:

a. Payments under this Agreement will be made to Recipient in accordance with applicable Florida laws and the General Appropriations Act for Fiscal Year [REDACTED]. Recipient acknowledges and agrees that only costs incurred during the Term of the Agreement, as defined in Section 3 above, are eligible for payment under the funding of this Agreement. Recipient acknowledges that all funding under this Agreement shall be expended pursuant to this Agreement. Funding shall be distributed pursuant to the schedule shown in Exhibit B, *Payment Plan*. All payments shall be subject to the terms of this Agreement, including the Exhibits and the terms governing sanctions. With regard to the use of funding provided under this Agreement, Recipient agrees as follows:

1. The funds shall be used to provide the deliverables identified in Exhibit A, *Scope of Work*.
2. Recipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement Period.
3. Recipient shall refund to DEO any balance of unobligated funds which have been advanced or paid to Recipient.
4. Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its subcontractors are entitled under the terms and conditions of this Agreement.

b. In order to receive payments under this Agreement, Recipient will provide DEO's Agreement Manager with (1) an original Request for Payment as shown in Exhibit E; (2) proof that deliverable as described in Exhibit A, *Scope of Work*, has been completed; and (3) any additional documents requested by DEO's Agreement Manager to show successful completion of the deliverable.

1. Payment does not become due until the invoiced deliverable(s) and any required report(s) are approved by DEO.

2. DEO expressly reserves the right to withhold payment to Recipient until the documents, reports, and services required under this Agreement, and by law, are complete and acceptable to DEO.

3. If this Agreement is extended or renewed beyond the original Agreement period, additional documents, reports, and services in accordance with the requirements of Exhibit A, *Scope of Work*, and other documents requested by DEO to cover the extended Agreement period shall be submitted by Recipient.

c. Financial Consequences: As required by section 215.971, F.S., financial consequences shall be applied by DEO as follows:

1. If a deliverable, as described in Exhibit A, *Scope of Work*, is provided to DEO more than five (5) working days late, a financial consequence of \$50 per working day, with a maximum penalty of \$500, shall be assessed until the deliverable is received and accepted by DEO. A financial consequence shall not be assessed if the due date for the deliverable has been extended prior to the due date, in accordance with Section 5 of this Agreement.

2. If a deliverable, as described in Exhibit A, *Scope of Work*, is rejected by DEO because the deliverable is deemed to be insufficient, in DEO's reasonable discretion, then DEO shall provide notice to Recipient, in accordance with Section 4 of this Agreement. Recipient shall have five (5) working days from receipt of DEO's notice to provide a deliverable that DEO deems sufficient to satisfy the requirements in Exhibit A. If Recipient does not correct the deliverable within the five (5) working day period, a financial consequence of \$50 per working day with a maximum penalty of \$500, shall be assessed for each working day until the deliverable is received and accepted by DEO.

9. AVAILABILITY OF FUNDS:

DEO's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Legislature of the State of Florida for the specific purpose of funding DEO's obligations under this Agreement. In the event of a state revenue shortfall, the total funding may be reduced accordingly. DEO, in accordance with direction from the Governor and Legislature, shall be the final determiner of the availability of any funds.

10. WOMEN AND MINORITY VENDORS:

Recipient is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women owned businesses can be accessed from the website of Department of Management Services, Office of Supplier Diversity. With each invoice, Recipient shall report its expenditures to date to minority and women-owned businesses. The report shall contain the names and addresses of the minority and

women-owned businesses; the aggregate dollar figure disbursed for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, Recipient shall submit a statement to this effect.

11. SUBCONTRACTS:

a. Recipient shall be responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs, and activities under this Agreement.

b. Recipient may, as appropriate and in compliance with applicable law, subcontract the performance of the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, *provided, however*, that Recipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Recipient shall not enter into subcontracts in which DEO could be held liable to a subcontractor for any expenses or liabilities. The Recipient shall defend and hold DEO harmless of any liabilities incurred under any of the subcontracts entered into by Recipient. Recipient shall be liable for all work performed and all expenses incurred as a result of any subcontract.

c. Any and all contracts that Recipient executes with a person or organization under which such person or organization agrees to perform economic development services or similar business assistance services on behalf of Recipient shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Section 17, AUDITS AND RECORDS, Section 18, ACCESS TO RECORDS, Exhibit C, *Audit Requirements*, and Exhibit D, *Audit Compliance Certification*, when applicable), coordinate with other components of state and local economic development systems, and avoid duplication of existing state and local services and activities.

d. Any and all contracts that Recipient executes with a person or organization shall include provisions whereby Recipient and the subcontractors expressly agree to abide by all local, state, and federal laws.

e. Recipient will provide DEO with a list and copies of all material subcontracts, which means those entered into necessary to the performance of Recipient's functions and duties related to its core mission, issued in conjunction with the projects undertaken and funds expended in the performance of this Agreement. Recipient need not provide, unless specifically requested by DEO, non-material contracts entered into for the normal operation of Recipient.

12. INDEPENDENT CAPACITY OF CONTRACTOR:

a. The Parties agree that Recipient, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. Recipient agrees to take such steps as may be necessary to ensure that each subcontractor of Recipient will be

deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.

b. Recipient shall not pledge the State of Florida's nor DEO's credit, nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

13. LIABILITY:

DEO shall not assume any liability for the acts, omissions to act, or negligence of Recipient, its agents, servants, or employees. In all instances, Recipient shall be responsible for any injury or property damage resulting from any activities conducted by Recipient.

14. INDEMNIFICATION: (NOTE: If Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies or insures the other Party for the other Party's negligence.)

Recipient shall indemnify and hold DEO harmless to the extent permitted by section 768.28, F.S., from and against any and all claims or demands for damages resulting from personal injury, and damage to real or personal tangible property. Without exception, Recipient will indemnify and hold harmless the State of Florida and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Recipient.

15. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the Parties is a non-exclusive one which allows Recipient to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests.

16. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES:

The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by federal, state or local law shall be approved by those persons having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

17. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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

c. Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

d. Recipient shall retain all Recipient's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Recipient shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.

e. Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

f. Recipient shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

g. If Recipient's expenditures of state financial assistance in any of its fiscal years during this Agreement are equal to or in excess of \$500,000, Recipient shall comply with all applicable requirements of section 215.97, F.S. (the Florida Single Audit Act) and the requirements as stated in Exhibit C, Audit Requirements. The financial reporting package required therein must be submitted to the Auditor General and DEO within 45 days after delivery of the audit report but no later than 9 months after the end of Recipient's fiscal year.

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

18. ACCESS TO RECORDS:

a. DEO may perform on-site reviews to independently validate any information or reports submitted to DEO. Recipient shall allow DEO's Agreement Manager and other DEO authorized personnel access to any information and any other documents requested by DEO for purposes of monitoring Recipient's performance.

b. Recipient must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records created or received by Recipient in connection with this Agreement as a public record is defined in section 119.011, F.S. In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. Notice of public records requests received by Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

c. This Agreement may be terminated by DEO for refusal by Recipient to comply with Florida's public records laws or to allow public access to any non-exempt record made or received by Recipient in conjunction with this Agreement.

19. GOVERNING LAW:

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law; in any such action, the Parties waive any right to jury trial.

20. STRICT COMPLIANCE:

Recipient agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, state, and federal laws and regulations.

21. BREACHES AND REMEDIES:

a. In the event that Recipient fails to comply with any of the terms of this Agreement, DEO may exercise any remedies available at law or in equity, including, without limitation the right to (i) withhold and/or reduce funding to Recipient, and (ii) terminate this Agreement in accordance with the terms hereof.

b. In the event that DEO determines that a material default by Recipient of the performance of a duty, obligation, covenant, or agreement imposed on it or made by it in this Agreement or by law has occurred, DEO will provide notice and an opportunity to cure. Unless the notice states otherwise, based upon DEO's determination that the default must be cured immediately, the notice shall provide fifteen (15) calendar days following the date of notice within which to initiate action to correct the default and thirty (30) calendar days following the date of notice of default to either cure the default or demonstrate to DEO's satisfaction that corrective action is being taken that will likely result in curing the default within a period of time that DEO agrees is reasonable. In the event that Recipient fails to cure the default within the timeframe established above, DEO may exercise any remedy available to it under the law or in equity, including, without limitation, the right to terminate this Agreement immediately upon notice to Recipient.

c. Subject to compensation due Recipient for any work satisfactorily completed prior to any notice of termination, following the termination of this Agreement, all funds which as of that date were previously provided by DEO and not expended by Recipient shall revert to the State of Florida General Revenue Fund. The requirement for the return of and method of repayment of any remaining funds shall be at the sole discretion of DEO.

22. DISPUTE RESOLUTION:

The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them. If informal efforts are unsuccessful, the Parties agree to engage a mutually accepted volunteer mediator to assist them in resolving any outstanding issues. If, within a reasonable time after engaging a mutually accepted volunteer mediator, the Parties are unable to resolve any outstanding issues, the Parties agree that formal resolution, including but not limited to any remedies available at law or in equity may be sought. The Parties agree that actions under this paragraph shall be in accordance with Section 19, GOVERNING LAW. This Section shall not be construed as a limitation on Section 14, INDEMNIFICATION.

23. SEVERABILITY:

If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

24. PRESERVATION OF REMEDIES:

No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

25. DISCRIMINATORY VENDOR

Recipient shall disclose to DEO if it appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not:

- (a) submit a bid on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases of real property to a public entity; or
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

26. NON-DISCRIMINATION:

Recipient shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status

27. HARASSMENT-FREE WORKPLACE:

Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Recipient shall insert a provision in accordance with this Section, in all subcontracts for services in relation to this Agreement.

28. PUBLIC ENTITY CRIMES

Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or

reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for **Category Two** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Recipient shall disclose to DEO if it is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

29. **EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:

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

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

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

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

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

30. **LOBBYING:**

a. Recipient shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Pursuant to section 11.062, F.S., Recipient shall insert a provision in accordance with this Section in all subcontracts for services in relation to this Agreement.

b. Recipient will keep DEO apprised on a current basis regarding requests for testimony or its participation in Congressional, Legislative, and/or other state or federal hearings, agency meetings, committees, task forces, etc. Recipient will provide written notice to DEO's Agreement Manager within ten (10) working days.

31. ATTORNEY FEES:

Unless authorized by law and agreed to in writing by DEO, DEO shall not be liable to pay attorney fees, interest, or costs.

32. NON-ASSIGNMENT:

a. Except as otherwise provided in this Agreement, Recipient may not assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of DEO, which consent will not be unreasonably withheld. Any assignment, delegation, or transfer in violation of this paragraph is void ab initio. Recipient hereby agrees that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of any and all assignment, delegation, or transfer.

b. DEO shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Recipient.

33. ENTIRE AGREEMENT:

This Agreement and the attached Exhibits A, B, C, D, and E, constitute a complete and exclusive statement of the terms and conditions of this Agreement and supersede and replace any and all prior negotiations, understandings and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing by the party against whom enforcement is sought.

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CITY OF DUNNELLON

INVITATION TO BID

EXHIBIT C

Scope of Work

SCOPE OF WORK

1. **PROJECT DESCRIPTION:** The Grantee will first assemble all comprehensive plan ordinances to develop an integrated, cohesive Comprehensive Plan that reflects all goals, objectives, and policies currently in effect. The Grantee will also identify all data and analysis adopted into the Plan for subsequent deletion. The Grantee will then prepare evaluation and appraisal comprehensive plan amendments and Comprehensive Plan updates that address water resource provisions of the Plan (Rainbow Springs and the Withlacoochee River), any deficiencies identified by the Grantee, and improvements to the Plan including innovative performance-based approaches. Public workshops and hearings will be conducted throughout the term of the agreement as necessary.

2. **GRANTEE RESPONSIBILITIES:** To perform the tasks and timely provide DEO with the deliverables identified in the table in section 4 below pursuant to the terms of this Agreement.

3. **DEO’S RESPONSIBILITES:** To receive and review deliverables and, upon approval of deliverables, process payment pursuant to the terms of this Agreement.

4. **DELIVERABLES:** The specific deliverables, performance measures, due dates, and payment amount are set forth in the following table:

Deliverables	Performance Measures	Due Date	Payment Amount
<p>1. Integrated Comprehensive Plan; Identification of Adopted Data and Analysis.</p> <p>1.1 Determine what goals, objectives, and policies (GOPs) are currently in effect and prepare one integrated, cohesive Comprehensive Plan with all GOPs currently in effect, in Word format.</p> <p>1.2 Determine what data and analysis have been adopted into the Comprehensive Plan by past ordinances adopting plan amendments, to be vacated and deleted by subsequent plan amendment.</p>	<ul style="list-style-type: none"> • Integrated Comprehensive Plan currently in effect (with no strike-through, underlining, or track-changes): emailed copy or one hard (paper) copy and a compact disc containing a searchable Adobe Portable Document Format (PDF). • List of past ordinances which have adopted data and analysis into the Comprehensive Plan and for which elements, to be vacated and deleted by subsequent ordinance: one hard (paper) copy or an emailed copy. 	<p>October 15, 2015</p>	<p>\$5,000</p>
<p>2. First Comprehensive Plan</p>	<ul style="list-style-type: none"> • Submit to DEO a copy of the 	<p>October 15, 2015</p>	<p>\$4,000</p>

<p>Amendments: Evaluation and Appraisal Amendments.</p> <p>2.1 Draft evaluation and appraisal (EAR) based comprehensive plan amendments pursuant to evaluation and notification letter in strike-through/underline format and an updated future land use map (FLUM). The EAR-based amendments may include the deletion of data and analysis previously adopted into the Comprehensive Plan.</p>	<p>proposed EAR-based amendments that address any comments provided by DEO (Deliverable 1): emailed copy or one hard (paper) copy and a compact disc containing a searchable Adobe Portable Document Format (PDF), and</p> <ul style="list-style-type: none"> • a compact disc containing a GIS map for the FLUM that addresses any comments provided by DEO. 		
<p>3. LPA Public Hearing on EAR-Based Amendments.</p> <p>3.1 Conduct local planning agency (Planning Commission) public hearing (Nov. 17) for EAR-based amendments, with FLUM.</p>	<ul style="list-style-type: none"> • Affidavit of publication of public notice showing date, time, and location of the public hearing before LPA. • A compact disc containing a GIS map of the FLUM. • LPA hearing agenda. • Draft LPA hearing minutes. 	November 23, 2015	\$1,500
<p>4. Transmittal Public Hearing for EAR-Based Amendments.</p> <p>4.1 Update EAR-based amendments for first public hearing/transmittal before City Council (Dec. 14), in strike-through/underline format, if necessary to include any changes Grantee deems appropriate following the LPA public hearing (Deliverable 3).</p> <p>4.2 Conduct first/transmittal public hearing before City Council for EAR-based</p>	<ul style="list-style-type: none"> • Submit to DEO a copy of EAR-based amendments that address any DEO comments, and that incorporate and clearly identify any further changes to the proposed EAR-based amendments that the Grantee deems appropriate following the City Council public hearing: by email or one hard (paper) copy and a compact disc containing a searchable Adobe Portable Document Format (PDF). ** • Affidavit of publication of public notice showing date, time, and location of the 	December 21, 2015	\$2,500

amendments.	<p>public hearing before Council,</p> <ul style="list-style-type: none"> • the Council agenda, and • Draft minutes of transmittal public hearing 		
<p>5. Analysis of the Comprehensive Plan.</p> <p>5.1 Prepare a planning and legal analysis of the Comprehensive Plan with a focus on water resource related provisions of the Plan; identify potential planning and legal issues; identify GOP's which are inconsistent with current state laws (other than the Community Planning Act of 2011) or are obsolete; identify opportunities to improve the Plan through innovative performance-based approaches.</p>	<p>Submit to DEO a written narrative analysis of the Comprehensive Plan that places a focus on the water resource related provisions of the Plan, identifies potential planning and legal issues, and identifies opportunities to improve the Plan through innovative performance-based approaches.</p>	February 1, 2016	\$11,000
<p>6. Joint LPA/City Council Public Workshop Related to Water Resources.</p> <p>6.1 Prepare for and host a joint workshop with Planning Commission (LPA) and City Council to gather initial comments on potential plan amendments related to water resource related provisions of the Plan (Rainbow Springs Run and Withlacoochee River).</p>	<ul style="list-style-type: none"> • Submit to DEO an affidavit of publication – public notice indicating date, time, and location of workshop, • Draft minutes of workshop, and • Workshop agenda. 	February 15, 2016	\$2,500
<p>7. Open House Public Workshop Related to Water Resources.</p>	<ul style="list-style-type: none"> • Submit to DEO a narrative of initial findings and options on how to proceed related to water resource provisions 	March 15, 2016	\$2,500

<p>7.1 Prepare initial findings and options on how to proceed based on the Joint LPA/City Council Public Workshop;</p> <p>7.2 Prepare for and conduct a second public workshop using an “open house” format to present initial findings and options on how to proceed, gather public comment and work to develop a consensus on potential amendments to the Comprehensive Plan</p>	<p>of the Plan,</p> <ul style="list-style-type: none"> • affidavit of publication – public notice indicating date, time, and location of workshop, • draft minutes of public workshop, • workshop agenda, and • memorandum or other document identifying the issues on which a consensus was reached. 		
<p>8. Second Comprehensive Plan Amendments; LPA Public Hearing.</p> <p>8.1 Prepare proposed plan amendments for local planning agency (Planning Commission) (Apr. 19) public hearing, in strike-through/underline format, which correct legal deficiencies, relate to water resource related provisions of the Plan, <u>add one or more policies describing the Rural future land use category,¹</u> and include any other amendments the Grantee deems appropriate based on its evaluation of the Plan (see Deliverable #5).</p> <p>8.2 Conduct LPA public hearing.</p>	<ul style="list-style-type: none"> • Copy of plan amendments described in this Deliverable 8 that address any comments provided by DEO prior to the LPA public hearing: an emailed copy or one hard (paper) copy and a compact disc containing a searchable Adobe Portable Document Format (PDF). • Affidavit of publication of public notice showing date, time, and location of the public hearing before LPA, • LPA public hearing agenda, • Draft LPA public hearing minutes. 	April 25, 2016	\$15,000

¹Underlined portion denotes an addition to the Scope of Work made on 8/14/15.

<p>9. First/Transmittal Public Hearing, Comprehensive Second Plan Amendments.</p> <p>9.1 Update plan amendments submitted to DEO under Deliverable 8 to include any additional proposed amendments the Grantee deems appropriate following the LPA public hearing, in strike-through/underline format.</p> <p>9.2 Conduct first/transmittal public hearing before City Council (May 9).</p>	<ul style="list-style-type: none"> • Submit to DEO a copy of the proposed plan amendments, in strike through/underlined format, which address any comments provided by DEO prior to the Council public hearing. The submission to DEO shall incorporate and clearly identify any changes the Grantee deems appropriate following the transmittal public hearing. The document may be submitted by email or one hard (paper) copy and one compact disc containing a searchable Adobe Portable Document Format (PDF). ** • Copy of proposed adoption ordinance, • Affidavit of publication of public notice showing date, time, and location of the public hearing before Council, • the Council agenda, and • draft minutes of the transmittal public hearing. 	<p>May 17, 2016</p>	<p>\$6,000</p>
<p>Total: \$50,000</p>			

** In addition to the Grantee’s obligation to submit documents under this Agreement, Grantee shall separately forward transmittal amendment packages under section 163.3184(4), F.S. (Deliverable 4), and section 163.3184(3)(b)1., F.S. (Deliverable 10), consisting of one hard (paper) copy and two copies on CD ROM in Portable Document Format, to DEO at the following address: Department of Economic Opportunity, Bureau of Community Planning, 107 East Madison Street, MSC-160, Tallahassee, FL 32399-4120.

5. SUBCONTRACTS: Subject to the terms and conditions in Sections I.N.2. through 7. of this Agreement, Grantee may subcontract for any of the deliverables/tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO’s Agreement Manager upon execution by all parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

- 6. BUSINESS DAY; COMPUTATION OF TIME:** For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.
- 7. REQUIREMENT TO SUBMIT PRELIMINARY DRAFT DELIVERABLES TO DEO; DEO REVIEW AND COMMENT.** Unless waived in writing by DEO, Grantee shall submit preliminary drafts of all written deliverables to DEO for review and comment no later than ten (10) calendar days before the deliverable due date. Grantee is not required to submit preliminary drafts of notices of public hearings, agendas, and public meeting sign-in sheets to DEO. DEO shall provide any written comments on each preliminary draft to Grantee no later than five (5) calendar days before the deliverable due date. The deliverable submitted to DEO for payment shall address any DEO comments on the preliminary draft deliverable. For the purpose of this Agreement, DEO’s review of a preliminary draft document is not a review under the Community Planning Act. DEO’s review and comments will be based on the requirements of the Community Planning Act and sound planning principles.
- 8. PLAN AMENDMENTS MUST BE “IN COMPLIANCE.”** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be “in compliance” as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO’s review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work.
- 9. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES:** Notwithstanding section II.A of this Agreement, DEO’s Agreement Manager, in DEO’s sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:
- a. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO’s Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested).
 - b. A request for extension must state the reason for the extension.
 - c. DEO’s Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee’s Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

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

- 10. REVIEW AND ACCEPTANCE OF DELIVERABLES:** Deliverables shall be reviewed by DEO for sufficiency under this Agreement. Written notice of DEO’s determination that the deliverable is sufficient or is not sufficient under this Agreement shall be provided to Grantee’s Agreement Manager by U. S. Mail or electronic mail no later than fifteen (15) business days after receipt of the deliverable. DEO’s review of any proposed comprehensive plan amendments required under the Scope of Work is not

a review under the Community Planning Act but shall be based on the requirements in this Agreement, the requirements in sections 163.3177 and 163.3178, F.S., and sound planning principles. For deliverables that DEO determines are insufficient, see Section 11.b. below. The deliverable amount specified in Section 4 above does not establish the value of the deliverable.

11. FINANCIAL CONSEQUENCES: Pursuant to Section 1.E.8. of this Agreement, the following financial consequences shall be imposed for Grantee's failure to perform in accordance with this Agreement:

a. Late Deliverables: If a deliverable as described in the above Scope of Work is provided to DEO more than five (5) business days late, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed until the deliverable is received by DEO. The financial consequence for a late deliverable is independent of, and does not preclude imposition of, a financial consequence if the deliverable is not sufficient to satisfy the requirements in the Scope of Work.

b. Insufficient Deliverable; Notice; Opportunity to Cure:

1. If DEO reasonably determines that a deliverable described in the above Scope of Work is not sufficient to satisfy the requirements in the Scope of Work, DEO shall provide notice of insufficiency and an opportunity to cure to Grantee's Agreement Manager in accordance with Section II.L. of this Agreement. Grantee shall have five (5) business days from receipt of DEO's notice to provide a corrected deliverable that addresses the issues raised in the notice of insufficiency. If Grantee does not correct the deliverable within the five (5) business day period, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed for each business day until the corrected deliverable is received by DEO.
2. If DEO reasonably determines that a corrected deliverable is not sufficient to satisfy the requirements in the Scope of Work, it shall provide notice to Grantee's Agreement Manager. Grantee shall not receive a second opportunity to cure. Beginning on the date of DEO's notice to Grantee that the corrected deliverable is not sufficient to satisfy the requirements in the Scope of Work, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed for each business day until a sufficient deliverable is received by DEO. Each deliverable must be deemed sufficient under the Scope of Work in DEO's reasonable judgment before the end of the Agreement Period in order for payment of an invoice for the deliverable to be made.

c. Imposition of the above described financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

12. SUBMITTAL OF INVOICES: Subject to the terms and conditions of this Agreement, invoices for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement.

13. NO PARTIAL OR PRO-RATED PAYMENTS: No partial or pro-rated payments will be made without prior written modification in accordance with Section II.A. of this Agreement.

14. ADVERTISING AND INFORMATION RELEASE: Notwithstanding Sections I.F.6. and I.F.10. of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a technical assistance grant from DEO for the work described in this Scope of Work.

15. VERIFICATION OF EXPENDITURES: Section 215.971(2)(c), F.S., requires that DEO's Agreement Manager reconcile and verify all funds received against all funds expended during the Agreement Period and produce a final reconciliation report. To facilitate preparation of a final reconciliation report, Grantee shall provide DEO's Agreement Manager with documentation to support the payment requests submitted under this Agreement either (a) with each invoice or with the final invoice. Verification of expenditures documentation shall consist of the following:

a. For Tasks Performed by a Subcontractor:

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

b. For Tasks Performed by Grantee's Employees:

1. A cover letter signed by the Grantee's Grant Manager certifying that the payments claimed for the deliverables were specifically for the project described in the Agreement Scope of Work. Copies of invoices submitted to Grantee by the Subcontractor.
2. Identification of Grantee's employees who performed tasks under this Agreement and, for each such employee:
 - a. The percentage of the employee's time devoted to tasks under this Agreement or the number of total hours each employee devoted to tasks under this Agreement.
 - b. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.
 - c. If the employee is paid hourly, a document reflecting the hours worked times the rate is pay is acceptable.

3. Other direct costs: invoices or receipts.
4. In-House Charges (e.g., postage, copies, etc.): usage log that shows the units times the rate charged. The rate must be reasonable.

16. NOTIFICATION OF INSTANCES OF FRAUD: Instances of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager within twenty-four (24) chronological hours.

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

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

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

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