

**FRANKLIN-98 LIVING SHORELINE PROJECT  
AND APALACHEE REGIONAL PLANNING COUNCIL  
MASTER AGREEMENT**

**FRANKLIN-98 LIVING SHORELINE PROJECT** (hereinafter referred to as “Agreement”) is entered into by and between **APALACHEE REGIONAL PLANNING COUNCIL**, a multi-purpose governmental agency created by the State of Florida, whose address is 2507 Callaway Road, Suite 200, Tallahassee, Florida (hereinafter referred to as “ARPC”) and **CONTRACTOR INC.**, whose address is 647 Mill Road, Carrabelle, FL 32322 (hereinafter referred to as “CONTRACTOR”) Collectively, ARPC and CONTRACTOR may be referred to as “Parties” or individually as a “Party.”

WHEREAS, APRC was awarded a National Fish and Wildlife Foundation Grant (hereinafter referred to as “NFWF” for the purpose of installation of nearshore reefs to reduce wave energy and allow creation of expansive intertidal salt marches to enhance portions of the shoreline along Highway 98 between Eastpoint and Carrabelle. Project will improve Apalachicola Bay’s health and productivity with anticipated benefits to include up to 30 acres of intertidal marsh created and 20 acres of estuarine reef created. the “Project”); and

WHEREAS, the NFWF has awarded the Project and implemented to the ARPC, a governmental agency created by the State of Florida; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions pursuant to which CONTRACTOR will perform the tasks and activities related to the Project.

**NOW, THEREFORE**, in consideration of the promises and the mutual benefits to be derived here from, the ARPC and CONTRACTOR do hereby agree as follows:

**SECTION 1. RECITALS.**

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

**SECTION 2. GENERAL.**

In performing under this Agreement, CONTRACTOR does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments hereto, the NFWF Grant Agreement and all attachments to same, attached hereto as **Attachment A**, and all other applicable federal, state, and local laws, rules, regulations, and guidance.

The Parties stipulate that this Agreement shall operate as the Franklin-98 Living Shoreline Project Master Agreement, with the direct knowledge that the project is currently designed to be performed in multiple phases and that this agreement shall provide constitute the overall parameters and terms in which the Parties shall operate.

CONTRACTOR expressly acknowledges that the amounts submitted in connection with the bid proposal for materials, labor and any other cost or expenses shall be the amounts charged during the course of the entire contract regardless of which phase they are constructing. Further, that neither ARPC nor NFWF shall be responsible for changes to the cost of materials and/or goods throughout the pendency of the project.

**SECTION 3. TERM.**

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until the date the ARPC receives notice from NFWF that the Franklin County Living Shoreline Grant has been closed out (the “Termination Date”), unless terminated earlier in accordance with Section 8 hereof, except that the provisions contained within Section 19 shall survive the termination of this Agreement.

B. All references to days herein shall refer to calendar days unless otherwise indicated.

**SECTION 4. SCOPE OF SERVICES; COMPENSATION; PAYMENT REQUESTS.**

A. As directed and overseen by the ARPC, CONTRACTOR shall perform all tasks and services related to the project deliverables described in Attachment A to the entitled “Project Description and Deliverables.” Specifically, CONTRACTOR shall be responsible for providing, to the satisfaction of the ARPC, all Project deliverables described the individual Phase agreements entitled “Eligible Tasks and Deliverables,” and Section 6 entitled “Deliverables” (hereinafter collectively referred to as the “Project Scope”). CONTRACTOR’s performance of the Project Scope shall be in accordance with the schedule contained in the Franklin County Living Shoreline Grant and/or such schedule as may subsequently be developed by the ARPC. Any costs not explicitly described in the Franklin County Living Shoreline Grant shall be ineligible for payment under this Agreement.

B. In consideration of its performance of the Project Scope, Franklin County Living Shoreline Grant shall be compensated in an amount not to exceed **\$7,443.063.00**, contingent on a approval and completion of all Four Phases in accordance with the following process:

1. CONTRACTOR shall submit a payment request to the ARPC along with each completed Project deliverable (as further described in Attachment A to the Franklin County Living Shoreline Grant, there are five (5) total deliverables for this Project). The amount of each payment request shall correspond to the amount listed for the applicable deliverable as described in the table included in Attachment A to the Franklin County Living Shoreline Grant at Section 6 entitled “Deliverables.”

2. The ARPC requires detailed documentation of all work for which CONTRACTOR seeks payment under this Agreement (“Supporting Documentation”). Each payment request submitted by CONTRACTOR shall be accompanied by sufficient Supporting Documentation describing the work performed, to the satisfaction of the ARPC. In the event the ARPC determines the Supporting Documentation submitted by CONTRACTOR is insufficient to

enable it to evaluate the allowability and eligibility of a payment request under the Franklin County Living Shoreline Grant, CONTRACTOR shall furnish additional Supporting Documentation to the satisfaction of the ARPC. CONTRACTOR shall comply with and furnish such information related to its invoices.

C. CONTRACTOR has represented to the ARPC that it has the personnel and experience necessary to perform the Project Scope in a professional and workmanlike manner. CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Project Scope as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

D. Accounting. CONTRACTOR's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement and the Franklin County Living Shoreline Grant.

**SECTION 5. PAYMENTS TO CONTRACTOR SUBJECT TO AVAILABILITY OF FUNDS.**

The ARPC's performance and obligation to pay CONTRACTOR under this Agreement is expressly contingent upon the continued availability of the funding contemplated under the National Fish and Wildlife Foundation Grant Agreement. Authorization for continuation and completion of the Project Scope may be rescinded by the ARPC at its discretion, upon proper notice to CONTRACTOR, if the funding from NFWF contemplated under this Agreement is reduced or eliminated.

**SECTION 6. REPORTING REQUIREMENTS.**

CONTRACTOR shall assist the ARPC in complying with all reporting and close out requirements described in the National Fish and Wildlife Foundation Grant Agreement or that are otherwise required by NFWF or applicable state or federal law, rule, or regulation.

**SECTION 7. INDEMNIFICATION.**

Each Party hereto agrees that it shall be solely responsible for the negligent, tortious, or wrongful acts of its employees, officers, and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

**SECTION 8. DEFAULT; TERMINATION; FORCE MAJEURE.**

A. Termination.

1. By ARPC. The ARPC may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by CONTRACTOR in this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of CONTRACTOR to

comply with the terms and conditions of this Agreement. Prior to termination, the ARPC shall provide fifteen (15) days written notice of its intent to terminate and shall provide CONTRACTOR an opportunity to consult with the ARPC regarding the reason(s) for termination.

2. By CONTRACTOR. CONTRACTOR may terminate this Agreement for cause at any time if the ARPC fails to fulfill any of its responsibilities or obligations under this Agreement. Prior to termination, CONTRACTOR shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the ARPC an opportunity to consult with CONTRACTOR regarding the reasons for termination.

B. Termination due to Unavailability of Funds. In the event the National Fish and Wildlife Foundation Grant Agreement is terminated by NFWF or the funding contemplated under the National Fish and Wildlife Foundation Grant Agreement is either reduced or eliminated for any reason, this Agreement may be terminated by the ARPC immediately upon providing written notice to CONTRACTOR.

D. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, CONTRACTOR shall promptly notify the ARPC in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the CONTRACTOR's intended timetable for implementation of such measures. If the ARPC agrees that the delay or anticipated delay was caused, or will be caused by a force majeure, ARPC may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement by both parties. Such agreement shall be evidenced by an Amendment to the Agreement. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of CONTRACTOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of ARPC and/or the CONTRACTOR.

E. Effect of Termination. CONTRACTOR shall not be compensated for any work performed after termination of this Agreement unless expressly authorized by the ARPC prior to the effective date of termination.

## **SECTION 9. REMEDIES; FINANCIAL CONSEQUENCES.**

In the event that a task, deliverable, or activity to be performed under this Agreement is deemed unsatisfactory by the ARPC or NFWF, CONTRACTOR shall re-perform same, at no additional cost to the ARPC, within twenty (20) days of being notified of the unsatisfactory task, deliverable, or activity, or within such other timeframe as is specified in writing by the ARPC. If such task, deliverable, or activity is not satisfactorily performed within the specified timeframe, the ARPC may, in its sole discretion, terminate this Agreement for cause in accordance with Section 8 hereof. Additionally, the ARPC may withhold payment of subsequent payment requests submitted by CONTRACTOR until the task, deliverable, or activity deemed unsatisfactory by the ARPC and/or NFWF is corrected to the ARPC and/or NFWF satisfaction.

## **SECTION 10. SUBCONTRACTS; PROCUREMENT**

A. CONTRACTOR shall not be permitted to subcontract any work to be performed under the Project Scope unless expressly agreed to in writing by the ARPC.

B. Affirmative Action. The ARPC supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The CONTRACTOR's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, CONTRACTOR and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. CONTRACTOR agrees to use affirmative steps, and to require its subcontractors and to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. 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;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, ARPC shall document its efforts made to comply with the requirements of this paragraph. ARPC shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

8. The requirement outlined in subparagraphs (1) through (5) above 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.

9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that ARPC must take; the requirements do not preclude ARPC from undertaking additional steps to involve small and minority businesses and women's business enterprises.

10. 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 ARPC 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").

C. Equal Opportunity. During the performance of this Agreement, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, 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. ARPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

4. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. 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.

6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government 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.

8. CONTRACTOR shall include the provisions of paragraphs (1) through (8) 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 sub- CONTRACTOR or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub- CONTRACTOR or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### **SECTION 11. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.**

CONTRACTOR agrees to comply with, and include in subcontracts, the following provisions:

A. CONTRACTOR certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an 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.

B. CONTRACTOR certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), ARPC is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. 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, ARPC shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

## **SECTION 12. COMPLIANCE WITH LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations, and ARPC policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in the attachments to the National Fish and Wildlife Foundation Grant Agreement. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse CONTRACTOR from compliance with same to the extent such law, regulation, or policy is applicable to CONTRACTOR performance under this Agreement. CONTRACTOR further agrees to include this provision in any subcontracts entered into under this Agreement.

## **SECTION 13. NOTICE.**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 14. This Section shall not preclude routine communication by the Parties by other means.

## **SECTION 14. CONTACTS.**

All notices required or permitted under this Agreement shall be directed to the following contact persons:

CONTRACTOR

ARPC

**Josh Adams**  
**Environmental Planning Manager**  
**Apalachee Regional Planning Council**  
**2507 Callaway Road, Suite 100**  
**Tallahassee, FL 32303**  
**Office: (850)312-3920**

**Project Manager**  
**Evan Blythe**  
**Environmental Project Manager**  
**Apalachee Regional Planning Council**  
**2507 Callaway Road, Suite 200**  
**Tallahassee, FL 32303**  
**Office: (850) 841-9979**

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 13 hereof.

**SECTION 15. UNAUTHORIZED EMPLOYMENT.**

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. ARPC shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**SECTION 16. NON-DISCRIMINATION.**

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. CONTRACTOR and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination.

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any

public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists).

### **SECTION 17. DEBARMENT/SUSPENSION.**

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), ARPC agrees and certifies 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; and, that ARPC shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.. CONTRACTOR is responsible for reviewing the status of all proposed subcontractors in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. ARPC shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

### **SECTION 18 AMENDMENTS.**

All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

### **SECTION 19. RECORDS; ACCESS TO RECORDS AND PERSONNEL.**

A. CONTRACTOR shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. CONTRACTOR shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. CONTRACTOR shall keep and maintain public records generated by ARPC in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the ARPC for refusal by CONTRACTOR to either provide to the ARPC upon request, or to allow inspection and copying of, all public records made or received by CONTRACTOR in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

**D. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

## **AGREEMENT, CONTACT THE ARPC'S CUSTODIAN OF PUBLIC RECORDS.**

E. CONTRACTOR acknowledges and agrees that the ARPC, or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. In the event any work is subcontracted, CONTRACTOR shall similarly require each sub- CONTRACTOR and subcontractor to maintain and allow access to such records for audit purposes.

F. The ARPC, or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of CONTRACTOR and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

### **SECTION 20. MISCELLANEOUS.**

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Franklin County, Florida.

F. Independent Contractor. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, the day and year last written below.

**CONTRACTOR**

**APALACHEE REGIONAL PLANNING  
COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**ATTACHMENT A**  
**NFWF Grant Agreement**