

Apalachee Regional Planning Council and  
CONTRACTOR,  
the Franklin-98 Living Shoreline Project  
Phase 1

**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 XXXXXXXX (hereinafter referred to as “CONTRACTOR” Collectively, ARPC and CONTRACTOR may be referred to as “Parties” or individually as a “Party.”

In consideration of the mutual benefits to be derived here from, the ARPC and CONTRACTOR Inc. do hereby agree as follows:

**1. Terms of Agreement**

The CONTRACTOR does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

**2. Period of Agreement**

The Period of Agreement shall begin upon execution by both parties and shall remain in effect until **July 29, 2027** (the “Expiration Date”) of the Department of Army Permit No.: SAJ-2019-03510-(SP-RLT). The CONTRACTOR shall be eligible for reimbursement for work performed during the Period of Agreement. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

**3. Funding/Invoicing**

- A. The ARPC agrees to provide funding not to exceed four hundred and eighty-eight thousand (PHASE 1) for approved expenses in support of project implementation, as described in **Attachment A**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the CONTRACTOR.
- B. The CONTRACTOR shall be paid on a reimbursement basis for all eligible project costs (the “Project Costs”) required for the completion of tasks, to include the submittal and approval of deliverables, as identified in **Attachment A**. Invoices may be submitted no more frequently than monthly, shall reflect actual Project Costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- C. The CONTRACTOR shall submit written invoice requests for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. CONTRACTOR name and contact information, name and number of this Agreement, invoice number, invoice date, invoicing time period, and authorized signature;
  - ii. A description and total dollar amount of funds being requested for Project Costs, as organized by task;
  - iii. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of specified tasks;
  - iv. A certification that all work completed and payment requested is for Project activities as outlined in this Agreement; and
  - v. Supporting documentation of actual expenses and proof of payment of Project Costs for requested grant funds and matching funds, where applicable.
- D. The CONTRACTOR shall submit, at a minimum, an invoice for all expenses incurred toward approved task deliverables through the ARPC fiscal year (October 1 – September 30) for each fiscal year of the Period of Agreement. The year-end invoice must be received by the ARPC Project Manager no later than twenty-one (21) days following the end of the ARPC fiscal year. References to days in this Agreement shall mean calendar days unless otherwise specified.
- E. The ARPC agrees to provide payment within thirty (30) days of the ARPC's receipt and approval of an invoice from the CONTRACTOR.

#### **4. Available Funding**

The ARPC's performance and obligation to pay under this Agreement are contingent upon continued approval from NFWF. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the ARPC. In such an event, the CONTRACTOR shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

#### **5. Progress Reports**

The CONTRACTOR shall complete and submit Quarterly Progress Reports to the ARPC's Project Manager in accordance with the schedule outlined in Attachment A over the term of the agreement. Reports will be provided in a manner consistent with **Attachment C, Progress Report Template**. The reports shall be submitted electronically and describe the work performed during the quarter just ended, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Quarters are defined as January-March; April-June; July-September; and October-December. All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The ARPC's Project Manager shall review the report and provide the CONTRACTOR with any feedback within fifteen (15) days from the date submitted.

**6. Final Report**

The CONTRACTOR shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a summary of total project costs; project results and outcomes; and lessons learned. Any geographic information systems data, photographs, and other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the ARPC's Project Manager no later than the Expiration Date or submittal of the final invoice, whichever occurs first.

**7. Indemnification**

The ARPC shall have no liability or responsibility to the CONTRACTOR; its contractors; any governmental entity; or the employees, agents, representatives, licensees, invitees, and guests of the CONTRACTOR and its contractors or any other person or entity associated with the project. The CONTRACTOR shall and hereby agrees to release, indemnify and hold harmless the ARPC against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the CONTRACTOR's use of ARPC funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the CONTRACTOR, the negligence of another or any other third party, or the negligence of the ARPC.

Notwithstanding the foregoing, the parties acknowledge and agree that CONTRACTOR's performance under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of CONTRACTOR beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**8. Default/Termination/Force Majeure**

- A. The ARPC may terminate this Agreement at any time if any warranty or representation made by CONTRACTOR in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the CONTRACTOR to fulfill any of its obligations under this Agreement. Prior to termination, the ARPC shall provide fifteen (15) days written notice of its intent to terminate and shall provide the CONTRACTOR an opportunity to cure that is reasonable under the circumstances.
- B. The ARPC or CONTRACTOR may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the ARPC terminates the Agreement for convenience, the ARPC shall notify the CONTRACTOR of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before

performance is completed, the CONTRACTOR shall be reimbursed only for those Project Costs which can be substantiated, in the ARPC's sole discretion.

- C. 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, ARPC shall promptly notify the CONTRACTOR in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the ARPC's intended timetable for implementation of such measures. If the CONTRACTOR agrees that the delay or anticipated delay was caused, or will be caused by a force majeure, the CONTRACTOR 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 ARPC, 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.

## **9. Remedies/Financial Consequences**

No Project Costs will be reimbursed for tasks or deliverables deemed unsatisfactory by the ARPC. In the event that a task or deliverable is deemed unsatisfactory by the ARPC, the CONTRACTOR shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the ARPC, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the ARPC will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the CONTRACTOR to the ARPC. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the ARPC. The proposed CAP shall be sent to the ARPC Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the ARPC shall notify the CONTRACTOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the CONTRACTOR shall have ten (10) days from receipt of the ARPC letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the ARPC's notice of acceptance of a proposed CAP, the CONTRACTOR shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the ARPC does not relieve the CONTRACTOR of any of its obligations under the Agreement. The CONTRACTOR shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the ARPC as requested by the ARPC Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by CONTRACTOR, the ARPC shall retain the right to require additional or further remedial steps. No actions approved by the ARPC or steps taken by the

CONTRACTOR shall preclude the ARPC from subsequently asserting any deficiencies in performance.

- C. Failure to respond to a ARPC request for a proposed CAP and failure to correct a deficiency in the performance of this Agreement as specified by the ARPC shall result in the application of financial consequences per section 215.971(1)(c), Florida Statutes, to include a one percent (1%) reduction in reimbursement payment applied to the invoice for the Project Cost of the respective task or deliverable.

The remedies set forth above are not exclusive and the ARPC reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. Recordkeeping; Audit**

- A. The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The ARPC, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the Period of Agreement and for five (5) years following the Expiration Date. In the event any work is subcontracted, the CONTRACTOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The CONTRACTOR shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to section 20.055(5), Florida Statutes.
- B. The CONTRACTOR must ensure grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a CONTRACTOR's accounting system cannot comply with this requirement, the ARPC and CONTRACTOR will establish a system to provide adequate fund accountability for each awarded project. If the ARPC discovers that funds have been comingled, the ARPC has the right to seek a refund for all grant funding received plus interest accrued from the first day the CONTRACTOR received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

**11. Subcontracts**

- A. The CONTRACTOR may subcontract work under this Agreement in a manner consistent with Florida Statutes without the prior written consent of the ARPC's Project Manager. The CONTRACTOR shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the ARPC within fourteen (14) days after execution. Regardless of any subcontract, the CONTRACTOR is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The CONTRACTOR agree to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all

monies due under any subcontract. It is understood and agreed by the CONTRACTOR that the ARPC shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The CONTRACTOR shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The CONTRACTOR shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- C. If the procurement is subject to the Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes or the Brooks Act, CONTRACTOR must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

## **12. Prohibited Local Government Construction Preferences**

- A. Pursuant to Section 255.0991, Florida Statutes, for any competitive solicitation for construction services paid for with any state-appropriated funds, a state college, county, municipality, school ARPC, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor or subcontractor, or material supplier or carrier, from participating in the bidding process based upon:
  - i. Maintaining an office or place of business within a particular local jurisdiction; or
  - ii. Hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 13A, a state college, county, municipality, school ARPC, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 13A.

## **13. Lobbying Prohibition**

In accordance with section 216.347, Florida Statutes, expenditure of ARPC grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

**14. Compliance with Law**

- A. The CONTRACTOR shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The CONTRACTOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The CONTRACTOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. The CONTRACTOR will maintain compliance with all ARPC permits throughout the Period of Agreement. Failure to do so will result in an immediate cessation of Project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the ARPC. If compliance cannot be reached within a reasonable timeframe, the ARPC may, at its discretion, terminate this Agreement subject to Section 8.

**15. 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, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**16. Contacts**

The ARPC's Project Manager is identified below:

Evan Blythe	
Apalachee Regional Planning Council	
2507 Callaway Rd #200	
Tallahassee, FL 32303	
Telephone No.:	(850) 841-9979
E-mail Address:	EBlythe@arpc.org

The CONTRACTOR's Project Manager is identified below:


**17. Insurance**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such

work is performed by the CONTRACTOR or its contractors. All policies of insurance shall be maintained by the CONTRACTOR hereunder and shall name the ARPC as an Additional Insureds for the entire Period of Agreement.

- B. Coverage may be by private insurance or self-insurance. The CONTRACTOR shall provide documentation of all required coverage to the ARPC's Project Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the CONTRACTOR is self-funded for any category of insurance, then the CONTRACTOR shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the CONTRACTOR's officers, employees, servants and agents while acting within the scope of their employment with the CONTRACTOR for the entire Period of Agreement. The CONTRACTOR shall notify the ARPC's Project Manager within ten (10) calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the ARPC's Project Manager concurrent with such notification.
- C. During the Period of Agreement, the CONTRACTOR shall secure and maintain insurance coverages as specified below. In addition, the CONTRACTOR shall include these requirements in any subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the CONTRACTOR.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the CONTRACTOR shall provide proof of adequate insurance satisfactory to the ARPC, for the protection of its employees not otherwise protected. The minimum limits of liability shall be as follows:
    - Bodily injury by Accident \$1,000,000 each accident
    - Bodily Injury by Disease \$1,000,000 policy limit
    - Bodily Injury by Disease \$1,000,000 each employee
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$1,000,000 each occurrence and \$1,000,000 policy aggregate.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the CONTRACTOR or any of its contractors. The minimum limits of liability shall be as follows:
    - Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable \$1,000,000
    - Hired and Non-owned Automobile Liability Coverage \$1,000,000



## **18. Conflict of Interest**

The CONTRACTOR, together with its commissioners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with its performance under this Agreement.

## **19. Ownership of Property and Equipment**

Upon the Expiration Date, the CONTRACTOR shall retain ownership of any equipment the Project Cost of which is reimbursed under this Agreement, as outlined in **Attachment A**. The CONTRACTOR shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

Upon satisfactory completion of this Agreement, the CONTRACTOR shall retain ownership of any equipment purchased under this Agreement, as outlined in **Attachment A**. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in Section 12.B of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the CONTRACTOR for audit purposes. Throughout the term of this Agreement, the CONTRACTOR shall:

- A. Have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed;
- B. Implement adequate maintenance procedures to keep the equipment in good operating condition; and
- C. Be responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of equipment purchased with ARPC funds and held in CONTRACTOR's possession.

## **20. Unauthorized Employment**

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

## **21. Amendments**

Any amendment to this Agreement must be in writing and executed by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend the Period of Agreement shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended Period of Agreement.

**22. 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 the performance of this Agreement.
- B. 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 on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto:purchasingcustomerservice@dms.myflorida.com).
- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, 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. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto:purchasingcustomerservice@dms.myflorida.com).

**23. Scrutinized Companies**

The CONTRACTOR certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the ARPC may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the CONTRACTOR certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in section 287.135, Florida Statutes Pursuant to Section 287.135, Florida Statutes, the ARPC may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with

business operations in Cuba or Syria during the term of this Agreement. As provided in section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**24. Inspection of Work; Access**

ARPC personnel and its representatives shall, upon reasonable prior notice to CONTRACTOR, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which CONTRACTOR is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**25. Public Records Access**

- A. CONTRACTOR shall comply with Florida Public Records law under Chapter 119, Florida Statutes. Records made or received by CONTRACTOR in conjunction with this Agreement are public records under Florida law, as defined in section 119.011(12), Florida Statutes, and must be kept and maintained in accordance therewith.
- B. This Agreement may be unilaterally canceled by the ARPC for unlawful refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the CONTRACTOR meets the definition of “Contractor” found in section 119.0701(1)(a), Florida Statutes, [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. In the event a request to inspect or copy public records relating to this Agreement for services is made to the ARPC and the ARPC does not possess the requested records, the CONTRACTOR must provide the records to the ARPC or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR fails to provide the public records to the ARPC within a reasonable time, the CONTRACTOR may be subject to penalties under Chapter 119, Florida Statutes, or as otherwise provided by law.
  - ii. Upon request from the ARPC’s custodian of public records, CONTRACTOR shall provide the ARPC with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. All records that are stored electronically must be provided to the ARPC in a format that is compatible with current information systems.

iii. CONTRACTOR shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during of the Period of Agreement and following the Expiration Date if the CONTRACTOR does not transfer the records to the ARPC.

D. Upon the Expiration Date, CONTRACTOR shall transfer, at no cost to the ARPC, all public records in possession of CONTRACTOR or keep and maintain public records which were required by the ARPC to perform the services under this Agreement. If the CONTRACTOR transfers all public records to the ARPC, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public record disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the Expiration Date, the CONTRACTOR shall meet all applicable requirements for retaining public records.

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

## **26. Publicity**

The CONTRACTOR agrees to give appropriate credit to the "Apalachee Regional Planning Council" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The CONTRACTOR hereby grants the ARPC the right and authority to publicize the ARPC's financial support for the Project in press releases, publications and other public communications.

## **27. 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.

## **28. Execution of Counterparts**

This Agreement may be executed in two or more 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 e-mail 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.

**29. Severability**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws 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.

**30. Venue**

Venue for any litigation arising under this Agreement shall be in Franklin County, Florida

**31. Entire Agreement**

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. IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**Apalachee Regional Planning Council**

**CONTRACTOR**

By: \_\_\_\_\_  
Chris Reitow, Executive Director

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

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

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

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Scope of Work (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Checklist and Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>

**ATTACHMENT A  
SCOPE OF WORK  
PHASE 1**

**PROJECT TITLE:** Franklin-98 Living Shoreline Project

**ATTACHMENT B  
PAYMENT REQUEST TEMPLATE**

[CONTRACTOR, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

<b>Bill To:</b>  Apalachee Regional Planning Council 2507 Callaway Rd #200 Tallahassee, FL 32303  Attn: Accounts Payable
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**Project: Franklin-98 Living Shoreline**

Date	Item/Activity	Description	Total Expended
<b>Total</b>			<b>\$0.00</b>

Limit of grant agreement	\$00,000.00
Amount previously paid	\$00,000.00
<b>Amount due this invoice</b>	<b>\$00,000.00</b>
Amount of grant agreement remaining	\$00,000.00

\_\_\_\_\_  
Signature of Administrator/Clerk

\_\_\_\_\_  
Date



Summary of Activities Completed for Project #: 21-XXX; Invoice # \_\_\_\_\_

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Project Manager certification: This certifies that the work described herein was performed for the [insert project title; **Franklin-98 Living Shoreline** Contract Number 21-XXX].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

<b>Invoice Submittal Checklist</b>	
Invoice containing:	
	CONTRACTOR name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Signature of Administrator/Clerk <sup>1</sup>
Additional required items:	
	Cover letter
	Detailed description of activities
	Detailed cost backup documentation <sup>2</sup> - grant
	Detailed cost backup documentation <sup>2</sup> - match
	Any other items required in agreement
	Project Manager certification

<sup>1</sup>Only one signature needed, on invoice or cover letter.

<sup>2</sup>Examples of cost backup documentation include copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C  
PROGRESS REPORT TEMPLATE**

[Project name & contract #]

**Progress Report [or Final Report]**

[Report start date] through [report end date]

**[Summary of Requirements below – delete before submitting]**

[Quarterly Reports: Describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period.]

[Final Report: Include a narrative summary of the project; a financial summary of total costs; results; outcomes; and lessons learned. Include any geographic information systems data, photographs, or other data created through this project, if not previously provided.]

1. Description of project work completed during the reporting period [including contracting, design, etc.];
  - May include design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of total project costs to date, itemized by deliverable and major component.  
[May be text and/or table]

