AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of
Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the
"Department"), and University of West Florida, for and on behalf of its Board of Trustees, and their
successors and assigns, an educational institution of the State of Florida (hereinafter referred to as the
"Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills,
knowledge, qualifications and experience to provide the services identified herein, and does offer to
perform such services, and

B. WHEREAS, the Department has a need for such services and does hereby accept the offer of
the Recipient upon the terms and conditions hereinafter set forth, and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds
under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) **SCOPE OF WORK.**

The Recipient shall fully perform the obligations in accordance with the Scope of Work
and Schedule of Deliverables, Attachment A of this Agreement.

(2) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.**

Both the Recipient and the Department shall be governed by applicable State and
Federal laws, rules and regulations.
(3) **PERIOD OF AGREEMENT.**

This Agreement shall begin upon execution, and shall end June 10, 2004, unless terminated earlier in accordance with the provisions of paragraph (4) of this Agreement.

(4) **MODIFICATION OF CONTRACT; REPAYMENTS**

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

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with § 215.34(2), *Fla. Stat.*, if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars ($15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) **RECORDKEEPING**

(a) If applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.
(b) All original records pertinent to this Agreement shall be retained by the Recipient for five years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work and Schedule of Deliverables - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) REPORTS

Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department, and is reasonable to request without further payment to Contractor for the work required to prepare such additional information.

(7) MONITORING.

The Recipient shall monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work and Schedule of Deliverables is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for
each function or activity set forth in Attachment A to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term.

(8) LIABILITY.

For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by the Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such within the time allotted for cure, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any
reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

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

4. If the Recipient has failed to perform and complete in the time frame defined within the Scope of Work any of the services required under the Scope of Work and Schedule of Deliverables attached hereto as Attachment A.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to cure within the time allotted for cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

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

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;
(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform according to the Agreement; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) This Agreement may be terminated by the Department, upon thirty (30) days notice to the Recipient, when it is deemed in the best interest of the State of Florida.

(h) This Agreement may be terminated by the Recipient, upon thirty (30) days notice to the Department, when it is deemed in the best interest of the University of West Florida.

(i) Notwithstanding the above, the Recipient shall not be relieved of its obligations to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined, such damages to be limited to the cost of cure, and not to exceed the value of the Agreement.

(j) Should this agreement be terminated by either party, with or without cause, the Recipient shall be paid for work performed prior to the date of termination and for any uncancelable obligations made prior to the date of termination.

(10) **NOTICE AND CONTACT.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.
(b) The name and address of the Department contract manager for this Agreement is:

Bruce Stitt, Senior Planner  
Division of Community Planning  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: (850) 922-1791  
Fax: (850) 488-3309  
e-mail: bruce.stitt@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

**Project Contact:**
Dr. Christine Pierce, Interim Director  
Extended Credit Instruction  
University of West Florida  
Ft. Walton Beach Campus  
1170 Martin Luther King Jr. Blvd., Bldg. 1, Rm. 113  
Ft. Walton Beach, FL 32547  
Telephone: (850) 863-6567  
Fax: (850) 863-6563  
e-mail: cpierce@uwf.edu

**Administrative Contact:**
Ms. Sandra L. VanderHeyden, Director  
Office of Research  
University of West Florida  
11000 University Parkway  
Pensacola, FL 32514  
Telephone: (850) 474-2828  
Fax: (850) 474-2082  
e-mail: svanderheyden@uwf.edu

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) **OTHER PROVISIONS.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy, if left uncorrected after a request to correct, thereof or any material changes not mutually agreed upon shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.
(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

(e) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or the discriminatory vendor list.

(12) **AUDIT REQUIREMENTS.**

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 12 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).
(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
(program office)
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

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

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
(program office)
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(j) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(k) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.
(l) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(m) The audit is due seven (7) months after the end of the fiscal year of Contractor or by the date the audit report is issued by the state Auditor General, whichever is later.

(n) An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

(13) **SUBCONTRACTS.**

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) **TERMS AND CONDITIONS.**

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

(15) **ATTACHMENTS.**

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A: Scope of Work and Schedule of Deliverables
Attachment C: Copyright, Patent and Trademark


(16) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to $21,967.00. Payment will be made in accordance with the provisions of Attachment A (Scope of Work and Schedule of Deliverables). An invoice shall be submitted with each deliverable which is in detail sufficient for a proper preaudit and postaudit thereof.

(17) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat., or the Florida Constitution.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to three (3) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.
(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) **STATE LOBBYING PROHIBITION.** No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Refer to Attachment B for additional terms and provisions relating to lobbying.

(19) **COPYRIGHT, PATENT AND TRADEMARK**

If applicable to this Agreement, refer to Attachment C for terms and conditions relating to copyrights, patents and trademarks.

(20) **LEGAL AUTHORIZATION.**

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(21) **VENDEDOR PAYMENTS.**

Pursuant to Section 215.422, **Fla. Stat,** the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue
the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

UNIVERSITY OF WEST FLORIDA
BY: ________________________________

Name/Title: Wesley Little, Interim Provost, Academic Affairs
Board of Trustees, a public body corporate

Date: ________________________________

SAMAS # 49-20-2-655008-48900700-70-001903-00  FID#59-2976783

Approved for form and legality:

______________________________
University Counsel

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS
BY: ________________________________

Name and Title: Valerie J. Hubbard, Director
Division of Community Planning

Date: ________________________________
FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT

CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - $ (amount)

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

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

Federal Program:
List applicable compliance requirements as follows:

(a) First applicable compliance requirement (e.g., what services/purposes resources must be used for).

2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).

3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - $ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:
NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - $ (amount)

Department of Community Affairs, Technical Assistance Planning Grants, CSFA# 52.028, $21,967.00

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

1. State resources must be used for planning efforts relating to growth management and comprehensive planning as described in Chapter 163, Part II, Florida Statutes, and Rules 9J-5 and 9J-33, Florida Administrative Code.

2. Local governments are eligible to receive these subgrants.

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of “ABC” for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.
Attachment A

Scope of Work and Schedule of Deliverables

Project Goal

The intent of the agreement between the Department of Community Affairs and the University of West Florida is to have the University of West Florida compile materials and original researched information into a guidebook that can be easily utilized by Military, Civil Service and Local government planners to reference to when determining what planning techniques are appropriate to address military encroachment issues, methods of coordination and levels of involvement and at what times to be involved in the local land use and comprehensive plan amendments, permitting and other aspects of the quasi-judicial decision making processes to improve planning for growth and development and retention of military bases.

Further, the agreement will provide for the development of training course materials based from the information presented in the guidebook. The curriculum will accomplish instruction on successful navigation of the guidebook, application of the basic planning principles and tool for implementing the models and guidelines provided.

Project Objectives

The project is intended to achieve the following objectives:

- A compilation of selected portions of the draft versions of the "Florida Planning Officials Handbook", "Encroachment Around Military Installations" and "Military Base Encroachment Meetings Summary" into one document. Further, new materials researched by the University of West Florida highlighting techniques for addressing military encroachment issues, coordination and planning processes shall be integrated into the unified document.

- Provide the end users with both a summary of both historical and current Growth Management requirements in Florida statutes and rules. This summary will provide a ready reference for those who are not from the state and have not previously worked in the arena of growth management or planning, a guide of how to apply and understand the planning requirements as they relate to Military facilities.

- Creation of curriculum for successful instruction on how to utilize the finalized document as a tool to address land use issues and continue successful inter agency coordination.

- Provide a model Memorandum of Agreement that addresses inter-agency coordination, sharing of information related to growth and development that may affect military bases, such as comprehensive plan amendments and rezoning, planning for land use compatibility and encroachment issues and can be readily adapted for local application at different communities and military bases throughout Florida.

- Provide examples of current trends of creative solutions to base encroachment, military representation in the local government planning process, implementation of JLUS and AICUZ recommendations and comprehensive plan policies that address consideration of and communication with military facilities.
Tasks and Deliverables

Task 1.0: Compilation and Finalization of a “Best Planning Practices” guidebook.
The University of West Florida will undertake the compiling and final draft of new research and existing materials that will constitute the guidebook. Since the scheduled completion of the document is just after the 2004 Session is to be completed, some additional updated information will be added in real time and incorporated into the final deliverables.

Task 1.1: Guidebook. The University of West Florida will compile the new research materials with the existing materials provided by DCA into a guidebook.

Task 1.2: Statutory/Rule Review. The University of West Florida will evaluate the draft guidebook and its supporting material to be certain that it reflects the most recent statutory and rule changes.

Task 1.3: Literature/State of the Art Review. The University of West Florida will review the draft document and its supporting materials to determine if any amendments or additions should be made to reflect current trends or solutions.

Task 1.4: Production-Ready Draft. Based on revised content identified in tasks 1.1, 1.2 and 1.3, the University of West Florida will prepare a production-ready draft of the guidebook. The University of West Florida’s responsibility will include content and format to include the appropriate introduction of graphics, illustrations, charts and other materials suitable for finished publications.

Task 1.5: Appendices. The University of West Florida will ensure that the following appendices will be included in the final draft of the document:

1. The DCA Florida Directory of Planning Officials.
2. Planning terms and definitions.
3. Memorandum of Agreement.

Task 2.0: Model Memorandum of Agreement. The University of West Florida will provide a model Memorandum of Agreement that addresses inter-agency communication regarding land uses and can be readily adapted for local application at different communities and military bases throughout Florida.

Task 2.1: The Memorandum of Agreement. To be provided to DCA for review at least one month prior to the final draft due date for the entire scope of work. Comments and revisions will be supplied to the University of West Florida and approved by DCA staff in time for the revisions to be incorporated in the final deliverable materials.

Task 3.0: Best Planning Practices Guidebook Training Course. The University of West Florida will prepare a training course suitable for military base representatives, civil service personnel and local government planners. The course will use the “Best Planning Practices Guidebook” as the main textbook.

Task 3.1: Course Content and Presentation Material. The University of West Florida will develop the content and presentation material for a one day training course addressing coordination of land use decisions around military bases in the context of the quasi-judicial basis of Florida’s Planning and Zoning process.

The curriculum and presentation materials developed should be portable and useful as a training tool for the department, regional planning councils, military base personnel including civil service staff, local government planning staff, elected officials and professional associations, such as the American Planning Association and the Florida chapter of the American Planning Association.
**Task 3.2: Workshop with DCA staff.** Upon completion of the preliminary course content and presentation materials in task 1, the University of West Florida will conduct a workshop with DCA officials and others as designated by DCA staff. The workshop location will be in Tallahassee, Florida or the University of West Florida's Fort Walton Beach campus as specified by the DCA staff. At the workshop, DCA staff will review and comment on the course content and the presentation materials. The University of West Florida will summarize its' findings in a report to DCA.

**Task 3.3: Refinement of Course Content for Focus Group Delivery.** Based on the review and comments received at the workshop (Task 2), the course materials will be refined and prepared for delivery to a focus group. The revised course content and presentation material will be submitted to DCA for review prior to delivery to the focus group.

**Task 3.4: Focus Group.** The Focus Group will review the guidebook, MOA and the course materials. The University of West Florida will collaborate with DCA to identify key individuals who can serve as members of a focus group. The focus group will be assembled in a location to be mutually agreed upon by the University of West Florida and DCA to receive a preview of the course and to provide comments and recommendations for course content refinement. University of West Florida Fort Walton Beach campus is prepared to host this focus group. Focus group members should be representative of the target audience of the course, but already possess a high level of applied understanding and experience in the subject matter.

The University of West Florida and DCA will collaborate regarding accommodations, focus group communication, administration and logistics. The University of West Florida will be responsible for program content, speaker coordination and the documentation and reporting of the results of the focus group input. Dr. Chris Pierce, Director of the University of West Florida Fort Walton Beach campus, will be the facilitator for the focus group.

**Task 3.5: Final Course Material.** Upon completion of the focus group presentation, the University of West Florida will finalize the course material and provide this material to DCA for its use. The material will consist of Powerpoint presentations, guidelines for instructors and other appropriate written material supporting the course content and delivery. "Best Planning Practices for Military Base Coordination and Land Use Planning" will serve as the primary text for the course. The University of West Florida will provide DCA with six printed copies of the workbook as well as six CD's. If desired, the materials will be made available on the University of West Florida's and DCA's websites in PDF format.

**Key Personnel**

The University of West Florida personnel that will be leading and delivering this project are Drs. Chris Pierce and Wil Hugli and will act as co-principal investigators for this research project. Dr. Chris Pierce is the Interim Director at the Fort Walton Beach campus and will be coordinating the production of the workshops and course material as well as facilitating the focus groups. Dr. Wil Hugli is a Visiting Instructor in Environmental Sciences and will be developing and designing the course materials and will be the key presenter in delivering the workshop. Attached are detailed curriculum vitae for your review.
Schedule of Deliverables

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Date</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.1</td>
<td>June 1, 2004</td>
<td>Statutory/Rule Review</td>
</tr>
<tr>
<td>Task 1.2</td>
<td>June 1, 2004</td>
<td>Literature/State of the Art Review</td>
</tr>
<tr>
<td>Task 1.3</td>
<td>June 1, 2004</td>
<td>Production-Ready Draft</td>
</tr>
<tr>
<td>Task 1.4</td>
<td>June 1, 2004</td>
<td>Appendices</td>
</tr>
<tr>
<td>Task 2.1</td>
<td>May 10, 2004</td>
<td>Memorandum of Agreement</td>
</tr>
<tr>
<td>Task 3.1</td>
<td>Preliminary TBD</td>
<td>Course Content and Presentation Material</td>
</tr>
<tr>
<td>Task 3.2</td>
<td>TBD (no sooner than June 1, 2004)</td>
<td>Workshop with DCA staff</td>
</tr>
<tr>
<td>Task 3.3</td>
<td>May 30, 2004</td>
<td>Refinement of Course Content for Focus Group Delivery</td>
</tr>
<tr>
<td>Task 3.4</td>
<td>May 15, 2004</td>
<td>Focus Group</td>
</tr>
<tr>
<td>Task 3.5</td>
<td>June 10, 2004</td>
<td>Final Course Material</td>
</tr>
</tbody>
</table>

Budget:

The University of West Florida presents this offer as a fixed price agreement in the amount of $21,967. Payment is to be made to the University of West Florida in one payment within 30 days of delivery of the final course material to DCA.

Personnel salaries & fringe benefits
Including administrative support
(Dr. Pierce’s salary is University match) $17,576

Travel $400

Expenses (supplies, workshop, telephone) $2,945

Indirect Costs (5% state agency rate) $1,046

TOTAL $21,967
Attachment B
Federal Lobbying Prohibitions

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient will retain all rights and entitlements to that pre-existing patent or copyright. The Department will retain all rights and entitlements to the Department's original materials.

(b) Recipient reserves the right to copyright any new materials generated in the course of this Agreement, and will provide the Department a non-exclusive, royalty-free license to reproduce, publish, use and allow other State of Florida Agencies to reproduce, publish and use all such copyrighted material for any Department or State of Florida purpose.

(c) If any discovery or invention arises or is developed in the course of the work or services performed under this Agreement, the Recipient reserves the right to pursue patent protection for the discovery or invention pursuant to Section 1004.23, F. S.

(d) Recipient will promptly disclose the existence of such discovery or invention to the Department. Recipient shall have 60 days within which to determine whether to seek patent protection, and shall notify Department promptly of its intentions. If Recipient seeks patent protection in its name, Recipient agrees to provide the Department a royalty-free, non-exclusive license to use the discovery or invention for any Department or State of Florida purpose, and further agrees to authorize other State of Florida agencies to use such invention on a royalty-free, non-exclusive basis solely for State of Florida purposes. Should the Recipient determine that patent protection will not be sought in its own name, then Recipient will refer the discovery or invention to the Department to determine whether patent protection will be sought in the name of the State of Florida.

(e) If this Agreement contains Federal funding, Recipient agrees to grant the Federal awarding agency a non-exclusive, royalty-free and irrevocable license to use and to authorize others to use the discovery or invention for Federal Government purposes.