

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R2212**

ATTACHMENT 3

I. TITLE PAGE

1. PROJECT TITLE: Social and Economic Vulnerability in Palm Bay and ECFR2C Action Plan Implementation

2. GRANTEE Contact Information:

Organization Name: The City of Palm Bay

Name of Authorized Signer: Suzanne Sherman

Title: City Manager

Address: 120 Malabar Road

City: Palm Bay

Zip Code: 32907

Area Code and Telephone Number: 321-952-3413

E-mail Address: Suzanne.Sherman@pbfl.org

3. GRANT MANAGER Contact Information:

Organization Name: The City of Palm Bay

Name: Britta Kellner

Title: Special Projects Manager

Address: 120 Malabar Road

City: Palm Bay

Zip Code: 32907

Area Code and Telephone Number: 321-726-2793

E-mail Address: Britta.Kellner@pbfl.org

4. FISCAL AGENT Contact Information:

Organization Name: The City of Palm Bay

Name: Angelica Collins

Title: Fiscal Manager

Address: 120 Malabar Road

City: Palm Bay

Zip Code: 32907

Area Code and Telephone Number: 321-952-3400 x 3427

E-mail Address: Angelica.Collins@pbfl.org

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5. FEID No. (a.k.a. Tax ID#): 59-6018984 Seq No. _____

DUNS No. 0602362620000

6. WORK PERFORMED BY: Sub-Contractor Only

7. SUBCONTRACTORS CONTACT INFORMATION: *(if applicable & known)*

Organization Name: ECFRPC

Name: Tara McCue

Title: Director of Planning and Community Development

Address: 455 N. Garland Street

City: Orlando

Zip Code: 32801

Area Code and Telephone Number: 407-245-0300

E-mail Address: tara@ecfrpc.org

8. PROJECT LOCATION:

A. List of County(ies): Brevard

B. List of City(ies)/Town(s)/Village(s): City of Palm Bay

C. State Lands Lease Agreement Number(s): N/A

Provide lease agreement number(s) for any work that will be performed on State Lands. If work will not be on any state lands, please indicate N/A.

Remainder of this page intentionally left blank.

II. WORK PLAN

- 9. PROJECT SUMMARY:** The City of Palm Bay (the City), in partnership with the East Central Florida Regional Planning Council (ECFRPC), is working to assess vulnerabilities and increase resilience within the City. As a partner of the East Central Florida Regional Resilience Collaborative (ECFR2C), and as a community located along the Indian River Lagoon with associated ecosystems, the City recognizes the importance of regional collaboration to improve resilience and ecosystem connectivity in preparation for mitigation of future flood conditions.

Through the provisions of its partnership with the City, ECFRPC will first evaluate new data and storm surge impacts under future sea level rise conditions, and will employ University of Florida's Plan Intergration Scorecard (PIRS) tool to provide spatial analysis evaluation of plan networks to identify ways to reduce hazard vulnerability through improving resilience integration in and between the City's Stormwater Master Plan and land development code

- 10. PROJECT SCOPE OF WORK:** The City seeks to secure a city-wide vulnerability assessment to include city infrastructure, facilities, land uses, as well as a future focus on flooding, surge, and sea level rise through a plan integration analysis of its Stormwater Master Plan and land development code to develop strategies to make the community more resilient over the next 80 years through a 2100 planning horizon.

Project team members from the City, University of Florida (UF) and the ECFRPC will review Palm Bay Stormwater Master Plan and land development regulations through the lens of the vulnerability assessment data to create improved planning coordination. They will utilize the Plan Integration for Resilience Scorecard (PIRS) evaluation approach developed by Texas A&M University's Institute for Sustainable Communities (or a comparative methodology) for this review. The City, working in partnership with the ECFRPC and UF, will use the vulnerability data in conjunction with the PIRS evaluation to develop recommendations for aligning and strengthening the Stormwater Master Plan with the land development regulations. The Vulnerability Assessment and strategy recommendations will provide the basis for developing feasible adaptation recommendations for the City and various resilient development recommendations for revisions in order to remove barriers or inconsistencies in the City's plans and regulations.

Vulnerability Assessment to include the following as outlined in § 380.093, F.S.:

The depth of:

- a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department (Fl. Department of Environmental Protection - FDEP) To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.
- b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
- c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions.
- d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

The following scenarios and standards:

- a. All analyses in NAVD 88.

- b. At least two local sea level rise scenarios, which must include the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.
- c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
- d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department.
- e. Will encompass entire City and include all critical assets owned or maintained by the City
- f. Will use the most recent publicly available Digital Elevation Model and generally accepted modeling techniques

This project will utilize the Daytona Beach Shores tidal gauge due to the distance of the next two closest gauges. The next closest stations on the east coast are Mayport (north) and Lake Worth in Pam Beach. Discussions with modeling and sea level rise experts indicate that interpolation with gauges that are so far away would not yield data or information that would significantly alter data derived from the Daytona Beach Shores gauge and would not be worth the investment undertaken to interpolate.

11. PROJECT NEED AND BENEFIT:

- A. Explain the demonstrated need, which the project addresses.** The City of Palm Bay is seeking to perform an assessment and evaluation of projects and regulations which may impact future conditions of City infrastructure, facilities, and the City as a whole. The tasks proposed are designed to gather data that identifies vulnerabilities and examines how such vulnerabilities impact the City. The findings will also allow the City to examine vulnerabilities within a social and economic context. As with all local governments, limited resources and potential vulnerabilities dictate that the investments and decisions made by a City are undertaken with well-scoped research and consideration recognizing that decisions made in the short and mid-term have long-term effects. The deliverables resulting from this project will provide an indepth understanding of how these impacts change over time, and where to focus efforts as detailed above, particularly in the Stormwater Master Plan and land development regulations.
- B. Explain how the proposed project will fulfill the outlined requirements for a Vulnerability Assessment performed under §. 380.093, F.S. The Resilient Florida Grant Program.** The activities outlined in this proposal will advance the ability of the City to understand current and future vulnerabilities, and position the City to actively plan for solutions through policies and stormwater planning while examining the role of how natural resources can be used to for mitigation and other ecosystem services. The project will assess parameters of future and current flooding as set forth through the Resilient Florida Grant program, to include tidal flooding, sea level rise, and surge. Additionally, any subcontractor for this project will include the statute as a guide throughout the process and will also include FDEP on project calls to ensure appropriate direction and deliverables are being met.
- C. Discuss how the project is feasible and can be completed by the grant period deadline.** All activities proposed within this scope are estimated to be completed within 24 months. The ECFRPC and City of Palm Bay have a current working relationship through the collaborative as well through a contract focused on resilient economic development. To complete the project within the grant timeline, the ECFRPC and the City will work jointly to meet all task requirements. The ECFRPC and City will identify the appropriate staff and resources available to complete the tasks associated with the project.

D. Explain how this project is addressing social vulnerability or vulnerability of historic resources or stormwater management systems. This project focuses on how nature-based solutions (the use of nature such as stormwater parks, specific vegetation, rain gardens, etc., to provide stormwater solutions) and conservation areas can be used as part of the stormwater management systems and provide other ecosystem services. The vulnerability assessment will provide an overview of impacts to socio-vulnerable populations and consider impacts to historic resources. Additionally, understanding impacts of future environmental changes on the built environment, especially through a lens of vulnerable communities, will be addressed through the work with this Palm Bay project.

12. DESCRIPTION OF PROJECT OUTCOMES:

Palm Bay project tasks will result in a vulnerability assessment report along with a GIS-story map which will showcase information and data that feeds the findings. The citywide Vulnerability Assessment data and analysis will be compatible for inclusion in the Statewide Vulnerability Assessment as outlined in § 380.093 F.S. Two (2) public engagement activities will take place during the project timeline along with a survey to engage the community in the conversation of resilience. Effort will be undertaken to visit key areas or events in the City in order to obtain a greater level of input. A story map and webpage will also be developed to showcase the project.

The results of the Plan Integration for Resilience Scorecard (PIRS) process will produce recommendations for review as the City considers, in addition to suggested improvements for further resilience, the future of their Stormwater Master Plan, and identifies alignment potential and greater cohesiveness between the Stormwater Master Plan and the land development codes.

13. BUDGET SUMMARY: Allowable budget categories and form of payment with the costs for this project are listed in the table below.

ALLOWABLE BUDGET SUMMARY

Budget Categories	Payment	Task 1	Task 2	Grant Amount Awarded
Contractual Services	Reimbursement	\$20,000	\$80,000	\$100,000
GRANT AGREEMENT TOTAL		\$20,000	\$80,000	\$100,000

A. Describe how the project costs was determined:

Costs associated with the Palm Bay project were determined through a cost estimate from the contractor to complete activities as noted. Costs associated with the ECFRPC are estimated based upon anticipated costs (staff costs) to complete the project. The ECRPC has conducted numerous vulnerability assessments funded through the FDEP Resilient Coastline program for multiple years in multiple jurisdictions.

B. CONTRACTUAL SERVICES:

CONTRACTUAL SERVICES BREAKDOWN

Company Name*	Task 1	Task 2	Total
ECFRPC	\$20,000	\$80,000	\$100,000
Contractual Total by Tasks	\$20,000	\$80,000	\$100,000

*Upon a selected Sub-Contractor(s), the Grantee will Provide a signed certification statement giving a description of the procurement process that was utilized for the selection of the sub-contractors. The description must include:

- a. The procurement process to be utilized; and
- b. Justification as to how and why the City made its final selection.
- c. For competitively obtained Sub-Contractor also include:
 - i. A list of all entities that you received bids/quotes from,
 - ii. Names and addresses of those entities that provided bids/quotes, and
 - iii. Actual amounts of the bids/quotes that were submitted.

14. PROJECT TIMELINE: All tasks are to be completed and submitted no later than the task/deliverable due date listed in the table below. Requests for any change must be submitted prior to the current task/deliverable due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE			
Task No.	Task Title	Deliverable Due Date	Task Amount
1	PIRS	8/30/2022	\$20,000
2	City of Palm Bay Vulnerability Assessment	5/31/2023	\$80,000
Total			\$100,000

15. PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The Department's Grant Manager will review the task/deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

16. CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by 5% for every day that the task/deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

17. PAYMENT REQUEST SCHEDULE: Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that task and must be submitted within 45 days of the task/deliverable due date. Please refer to the [website Grants page](#) for "How to Request Payment", and "Checklist for Requesting Payment".

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all tasks, and must be submitted within 45 days of the last task/deliverable due date.

18. FUNDING SOURCE: Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this

Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logo (which can be found on the Department's website at <https://floridadep.gov/resilience> or by contacting the Grant Manager for a copy) and the following statement on, the following language.

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

III. TASKS & DELIVERABLES

Task #1

- A. Title:** PIRS Assessment
- B. Goal:** Increase resilience in the Stormwater Master Plan and city codes and processes through recommended guidelines and strategies.
- C. Description:** The Project Team will use the PIRS to evaluate the City's Stormwater Master Plan and land development regulations. The results of the PIRS evaluation and updated comprehensive plan language will be employed to identify conflicts and recommended changes the Stormwater Master Plan, and land development regulations. The Project Team will incorporate these findings into a report describing the process, and detailing the recommendations.
- D. Deliverable(s):** The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.
 - 1) PIRS findings and process
 - 2) Recommendations for the Stormwater Master Plan
 - 3) Proposed revisions to land development code in either strike through or underline or other identified manner to best capture recommendations

Task #2

- A. Title:** Palm Bay Vulnerability Assessment
- B. Goal:** Conduct vulnerability assessment and showcase data and impacts in an online GIS story map. Create map series and summary report on vulnerabilities related to flooding, sea level rise, and storm surge areas as sea levels increase. Engage citizens in discussion of impacts and solutions for a resilient and sustainable community.
- C. Description:** The ECFRPC will use the sea level rise combined with new storm surge data (2020) for Brevard County currently in development to assess potential changes in storm surge impacts as sea levels rise. The modeling will incorporate the upper and lower range of sea level rise combined with a cat 1 and cat 3 sea level rise analysis, at a minimum. The vulnerability assessment will also analyze impacts from flooding and inundation from sea level rise. Results

will be showcased in maps, a summary report, and a GIS story map. The City will also help to facilitate two (2) public engagement events as well as an online survey to discuss the project, and obtain input to direct findings and recommendations.

D. Deliverable(s): The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.

- 1) Copies of all workshop/meeting announcements/advertisements
- 2) Agendas and sign-in sheets from each workshop/meeting indicating location, date, and time of the meeting
- 3) Presentations and other meeting materials/handouts
- 4) Brief summary report from each workshop/meeting including attendee feedback and workshop outcomes
- 5) Any materials created at each workshop/meeting (as applicable)
- 6) Online survey results
- 7) PDFs of GIS Map(s)
- 8) Screenshots of and link to online GIS Story Map
- 9) Vulnerability Assessment Summary report including:
The depth of:
 - a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department.
 - i. The analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon (as applicable/practicable).
 - b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
 - c. Rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions (as applicable/practicable).
 - d. Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding (as applicable/practicable).

The following scenarios and standards:

- a. All analyses in NAVD 88.
- b. At least two local sea level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.
- c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
- d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department. This project will utilize the Daytona Beach Shores tidal gauge due to the distance of the next two closest gauges.
- e. Will encompass entire City and include all critical assets owned or maintained by the City
- f. Will use the most recent publicly available Digital Elevation Model and generally accepted modeling techniques

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- 10) A list of critical assets (as defined in § 380.093, F.S.) and regional assets that are impacted by flooding and sea level rise as identified in the assessment
- 11) Data sets used to perform the Vulnerability Assessment as outlined in the above Report requirements
- 12) GIS Shapefiles of all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. R2212**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is working to assess vulnerabilities and increase resilience within the City. As a partner of the East Central Florida Regional Resilience Collaborative (ECFR2C), and as a community located along the Indian River Lagoon with associated ecosystems, Palm Bay recognizes the importance of regional collaboration to improve resilience and ecosystem connectivity in preparation for mitigation of future flood conditions. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Attachment 2

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Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
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Address: 455 N. Garland Street

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Area Code and Telephone Number: 407-245-0300

E-mail Address: tara@ecfrpc.org

8. PROJECT LOCATION:

A. List of County(ies): Brevard

B. List of City(ies)/Town(s)/Village(s): City of Palm Bay

C. State Lands Lease Agreement Number(s): N/A

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The depth of:

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- B. Explain how the proposed project will fulfill the outlined requirements for a Vulnerability Assessment performed under s. 380.093, F.S. The Resilient Florida Grant Program.** The activities outlined in this proposal will advance the ability of the City to understand current and future vulnerabilities and position the City to actively plan for solutions through policies and stormwater planning while examining the role of how natural resources can be used to for mitigation and other ecosystem services. The project will assess parameters of future and current flooding as set forth through the Resilient Florida Grant program to include tidal flooding, sea level rise and surge. Additionally, any subcontractor for this project will include the statute as a guide through out the process and will also include FDEP on project calls to ensure appropriate direction and deliverables are being met.
- C. Discuss how the project is feasible and can be completed by the grant period deadline.** All activities proposed within this scope are estimated to be completed within 36 months. The ECFRPC and City of Palm Bay have a current working relationship through the collaborative as well through a contract focused on resilient economic development. To complete the project within the grant timeline, the ECFRPC and the City will work jointly to meet all task requirements. The ECFRPC and City will identify the appropriate staff and resources available to complete the tasks associated with the project.
- D. Explain how this project is addressing social vulnerability or vulnerability of historic resources or stormwater management systems.** This project focuses on how nature-based solutions and conservation areas can be used as part of the stormwater management systems and

provide other ecosystem services. The vulnerability assessment will provide an overview of impacts to socio-vulnerable populations and consider impacts to historic resources. Additionally, understanding impacts of future environmental changes on the built environment, especially through a lens of vulnerable communities, will be addressed through the work with this Palm Bay project.

12. DESCRIPTION OF PROJECT OUTCOMES:

Palm Bay project tasks will result in a vulnerability assessment report along with a GIS-story map which will showcase information and data that feeds the findings. The Vulnerability Assessment data and analysis will be compatible for inclusion in the Statewide Vulnerability Assessment as outlined in s. 380.093, F.S. Two (2) public engagement activities will take place during the project timeline along with a survey to engage the community in the conversation of resilience. Effort will be taken to visit key areas or events in the City in order to obtain a greater level of input. A story map and webpage will also be developed to showcase the project.

The results of the Plan Integration for Resilience Scorecard (PIRS) process will produce recommendations for consideration as the City considers the future of their Stormwater Master Plan, and identifies alignment potential and greater cohesiveness between the Stormwater Master Plan and the land development codes in addition to suggested improvements to further resilience.

13. BUDGET SUMMARY: Allowable budget categories and form of payment with the costs for this project are listed in the table below.

ALLOWABLE BUDGET SUMMARY

Budget Categories	Payment	Task 1	Task 2	Grant Amount Awarded
Contractual Services	Reimbursement	\$80,000	\$20,000	\$100,000
GRANT AGREEMENT TOTAL		\$80,000	\$20,000	\$100,000

A. Describe how the project costs was determined:

Costs associated with the Palm Bay project were determined through a cost estimate from the contractor to complete activities as noted. Costs associated with the ECFRPC are estimated based upon anticipated costs (staff costs) to complete the project. The ECRPC has conducted numerous vulnerability assessments funded through the FDEP Resilient Coastline program for multiple years in multiple jurisdictions.

B. CONTRACTUAL SERVICES:

CONTRACTUAL SERVICES BREAKDOWN

Company Name*	Task 1	Task 2	Total
ECFRPC	\$80,000	\$20,000	\$100,000
Contractual Total by Tasks	\$80,000	\$20,000	\$100,000

*Upon a selected Sub-Contractor(s), the Grantee will Provide a signed certification statement giving a description of the procurement process that was utilized for the selection of the sub-contractors. The description must include:

- The procurement process to be utilized; and
- Justification as to how and why the City made its final selection.
- For competitively obtained Sub-Contractor also include:

- i. A list of all entities that you received bids/quotes from,
- ii. Names and addresses of those entities that provided bids/quotes, and
- iii. Actual amounts of the bids/quotes that were submitted.

14. PROJECT TIMELINE: All tasks are to be completed and submitted no later than the task/deliverable due date listed in the table below. Requests for any change must be submitted prior to the current task/deliverable due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE			
Task No.	Task Title	Deliverable Due Date	Task Amount
1	City of Palm Bay Vulnerability Assessment	12/31/2022	\$80,000
2	PIRS	8/30/2022	\$20,000
Total			\$100,000

15. PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The Department's Grant Manager will review the task/deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

16. CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by 5% for every day that the task/deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

17. PAYMENT REQUEST SCHEDULE: Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that task and must be submitted within 45 days of the task/deliverable due date. Please refer to the website Grants page for "How to Request Payment", and "Checklist for Requesting Payment".

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all tasks, and must be submitted within 45 days of the last task/deliverable due date.

18. FUNDING SOURCE: Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logo (which can be found on the Department's website at <https://floridadep.gov/resilience> or by contacting the Grant Manager for a copy) and the following statement on, the following language.

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line shall identify the month and year of the publication.

III. TASKS & DELIVERABLES

Task #1

- A. Title:** Palm Bay Vulnerability Assessment
- B. Goal:** Conduct vulnerability assessment and showcase data and impacts in online GIS story map. Create map series and summary report on vulnerabilities related to flooding, sea level rise, and storm surge areas as sea levels increase. Engage citizens in discussion of impacts and solutions for a resilient and sustainable community.
- C. Description:** The ECFRPC will use the sea level rise combined with new storm surge data (2020) for Brevard County currently in development to assess potential changes in storm surge impacts as sea levels rise. The modeling will incorporate the upper and lower range of sea level rise combined with a cat 1 and cat 3 sea level rise analysis, at a minimum. The vulnerability assessment will also analyze impacts from flooding and inundation from sea level rise. Results will be showcased in maps, a summary report, and a GIS story map. The City will also conduct 2 public engagement events as well as an online survey to discuss the project and obtain input to direct findings and recommendations.
- D. Deliverable(s):** The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department’s Grant Manager on or before the task/deliverable due date listed in the Project Timeline.
- 1) Copies of all workshop/meeting announcements/advertisements
 - 2) Agendas and sign-in sheets from each workshop/meeting indicating location, date, and time of the meeting
 - 3) Presentations and other meeting materials/handouts
 - 4) Brief summary report from each workshop/meeting including attendee feedback and workshop outcomes
 - 5) Any materials created at each workshop/meeting (as applicable)
 - 6) Online survey results
 - 7) PDFs of GIS Map(s)
 - 8) Screenshots of and link to online GIS Story Map
 - 9) Vulnerability Assessment Summary report including:
The depth of:
 - a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department.
 - i. The analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon (as applicable/practicable).
 - b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current

100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.

- c. Rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions (as applicable/practicable).
- d. Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding (as applicable/practicable).

The following scenarios and standards:

- a. All analyses in NAVD 88.
 - b. At least two local sea level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.
 - c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
 - d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department. This project will utilize the Daytona Beach Shores tidal gauge due to the distance of the next two closest gauges.
- 10) A list of critical assets (as defined in s. 380.093, F.S.) and regional assets that are impacted by flooding and sea level rise as identified in the assessment
- 11) Data sets used to perform the Vulnerability Assessment as outlined in the above Report requirements
- 12) GIS Shapefiles of all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment

Task #2

A. Title: PIRS Assessment

B. Goal: Increase resilience in the Stormwater Master Plan and city codes and processes through recommended guidelines and strategies.

C. Description: The Project Team will use the PIRS to evaluate the City's Stormwater Master Plan and land development regulations. The results of the PIRS evaluation and updated comprehensive plan language will be employed to identify conflicts and recommended changes the Stormwater Master Plan, and land development regulations. The Project Team will incorporate these findings into a report describing the process, and detailing the recommendations.

D. Deliverable(s): The Grantee will submit all task/deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.

- 1) PIRS findings and process,
- 2) Recommendations for the Stormwater Master Plan
- 3) Proposed revisions to land development code in either strike through or underline or other identified manner to best capture recommendations

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS 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 Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of 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 A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

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.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

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, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2021/2022	37.098	Florida Resilient Coastlines Program	\$100,000	100593
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$100,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP 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 amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE RESILIENT FLORIDA PROGRAMS**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request the Grantee must provide a copy of acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under Resilient Florida Programs for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
3. The Department reserves the right to reduce any fixed priced line item payment in the Agreement, Attachment 3, Grant Work Plan, where in the actual costs incurred are more than 5% less than the original budgeted fixed price value set forth in this Agreement.
4. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11, Subcontracting, Attachment 2, and, paragraph 9. c. Contractual Costs (Subcontractors), Attachment 1, Grantee shall provide the following for or all sub-contractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes that is required in Attachment 1, paragraph 9. c.
 - b. A signed certification statement by the Grantee's designated grant manager, indicating the procurement process that was utilized per their entities' policies and procedures, for all sub-contractors. The certification must include a listing of all sub-contractor quotes/bids amounts, with the company name, address, and the details of how/why they made their determinations for those sub-contractors that were selected and utilized for this Agreement.
5. The following replaces paragraph 8. Payment g. Final Payment Request, Attachment 1, Standard Terms and Conditions:
 - a. Final Payment Request. A final payment request must be submitted to the Department no later than forty - five (45) days following the completion of the project or the expiration date of the Agreement to ensure the availability of funds for payment, which ever date comes first.
6. The following replaces paragraph 10, Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Status Reports. The Department may require the Grantee to submit the status report on Exhibit A, Progress Report Form, to the Department's Grant Manager, with every task completion, and submittal of deliverables. The Exhibit A, Progress Report Form, must include a description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date.
 - b. Quarterly Reports. The Grantee shall submit status reports quarterly on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date. Quarterly status reports are due no later than five (5) days following the

completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review required reports submitted by Grantee within thirty (30) days.

- c. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Quarterly Report described above, only in instances where the next quarterly report falls after the project completion date.
7. Attachment 3, Grant Work Plan, 15. Performance Measures shall require that all deliverables and reports submitted to DEP will be Americans with Disabilities Act (ADA) also known as 508 Compliant, in all formats provided.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement.
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
9. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Project Title:			
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)	Report Type: (Select only one)	
		Quarterly	
		Status Update	
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p> <p>Task 2: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 33T33T and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. _____

Payment Request No. _____

Request Date: _____

Grantee's Grant Manager Name: _____

Grantee Name & Mailing _____

Address for Payment: _____

Task No(s). _____

Total Task Amount(s) Requested: _____

Performance Period - Date Range: _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	PAYMENTS RECEIVED	REMAINING AMOUNT
Salaries/Wages				\$ -
Fringe Benefits				\$ -
Indirect Cost				\$ -
Contractual (Subcontractors)				\$ -
Fixed Price				\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

GRANTEE CERTIFICATION

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RESILIENT COASTLINES PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT C**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

REQUEST DATE: This is the date you are submitting the report to DEP.

GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.

TASK NO.: Enter the number of the TASK for which you are requesting payment. **NOTE: More than one task may be submitted for payment request. However, Part II and Part III REQUIRE a separate table for each task requesting payment for.**

TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS CLAIM*" column.

PERFORMANCE PERIOD - Date Range: This is the beginning and ending date of the reporting period requesting reimbursement for. **NOTE: This date can not be before the Grant Execution Date, nor after the Grant End Date.**

GRANT EXPENDITURES SUMMARY SECTION:

Enter the total amount budgeted as approved in Attachment 3 in the "*BUDGETED AMOUNT*" line.

Enter the amount of this request as approved in Attachment 3 in the "*AMOUNT OF THIS REQUEST*" line.

Enter the total cumulative amount of this request and all previous payments on the "*PAYMENTS RECEIVED*" line.

The amount for the "*REMAINING AMOUNT*" line, will automatically calculate and populate.

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed tasks during the invoice period for which you are requesting reimbursement.

This must be by budget category as in the currently approved budget in Attachment 3 (Project Work Plan), or amendment of your grant Agreement.

Do not claim expenses in a budget category that does not have an approved budget.

Do not claim items that are not specifically identified in the current Budget section of Attachment 3.

NOTE: Shaded areas in tables are auto calculated, and are indicated with "\$ -".

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

REQUIRED BACK-UP DOCUMENTATION FOR EACH TASK REQUESTING PAYMENT FOR:

Completed all parts of Exhibit C showing requested funds for payment - **Parts II & III Not required for Fixed Price Agreements.**

NOTE: Parts II & III have an example line entered in the table. You may delete this line of text out in copied tables for additional tasks.

Completed Exhibit A (Progress Report) showing requested task to be 100% completed, for requested funds.

Copies of all invoices to the Grantee.

Proof of Payment (Copies of canceled checks, front and back, Bank Statement, or EFT verification) - **Not required for Fixed Price Agreements.**

If a sub-contractor was used for any work on the project, a copy of the signed agreement between the sub-contractor and Grantee must be submitted to DEP before payments will be processed.

Other supporting documentation, as needed.

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attach the executed agreement(s) between the Grantee and Sub-contractors (if not previously submitted).

Be sure to attach original invoices to the Grantee, and proof of payment documents.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:									
Contractual Services									
Performance Period or Date Completed	Sub-contractor Name	Description of Good/Services Provided	Sub- contractor Invoice Number	Sub- contractor Invoice Date	Amount Paid (Total on the check paid)	Payment Method Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed (Not to exceed task budgeted amount)
1/10/19 - 4/15/19	EXAMPLE - John Smith	Completed Shareholder Meeting 1 and reports	15846	05/01/19	\$ 15,000.00	Check	24589	Cancelled Check	\$ 2,500.00
Contractual Total								\$	-

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary, Fringe, and Indirect Cost Reimbursement Requests.
Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.
Be sure to attached timesheets showing hours worked for each task, with the employee name.
Be sure to attached a copy of employee's pay stubs as proof of payment showing employee name and date payment was made.
Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:										
Salary										
Position Title	Employee Name	Performance Period or Date Completed	Total Hours Worked	Hourly Wage	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	84.00	\$ 25.00	\$ 3,500.00	3/30/2019	Check	24589	Cancelled Check	\$ 2,100.00
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
								TOTAL SALARY		\$ -
Fringe										
Position Title	Employee Name	Performance Period or Date Completed	Fringe Rate (% of Salary)	Fringe Amount	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	15.00%	\$ 315.00	\$ 450.00	3/30/2019	Check	24589	Cancelled Check	\$ 315.00
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
								TOTAL FRINGE		\$ -
Indirect										
Description of Indirect Costs	Performance Period or Dates Utilized	Indirect Rate (%) of Salary & Fringe	Indirect Amount Incurred		Eligible Amount	Amount Claimed				
EXAMPLE - Printing and postage	1/12/19 - 3/10/19	5.00%	\$ 120.75		\$ 120.75	\$ 120.75				
					\$ -	\$ -				
					TOTAL INDIRECT		\$ -			

EXHIBIT F

DEP AGREEMENT NO.

Project Title

Grantee Name

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Exhibit F, DEP Agreement #: 34T34T

1 of 4

Final Project Report

Project Title

Executive Summary

Methodology

Outcome

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Further Recommendations

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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No.

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____