

NEFRC

August Monthly Personnel, Budget & Finance Policy Committee Meeting

August 7, 2008
9:00 a.m.

**Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216**



Bringing Communities Together

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MEMORANDUM

Date: August 7, 2008
To: NEFRC Personnel, Budget, and Finance Policy Committee
From: Donna Starling, Chief Financial Officer^{DS}
Re: September 4, 2008, Committee Meeting

=====
The next meeting of the Personnel, Budget, and Finance Policy Committee will be held on **Thursday, September 4, 2008**, at **9:00 a.m.** at the **Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida 32216.**

Northeast Florida Regional Council

PERSONNEL, BUDGET & FINANCE POLICY COMMITTEE

A G E N D A

Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216

Thursday, August 7, 2008
9:00 a.m.

(ADDED OR MODIFIED ITEMS IN BOLD)
(*Denotes Action Required)

- | | <u>TAB</u> |
|---|--|
| 1. Call to Order, Roll Call, Pledge of Allegiance, Introductions –Chair Sgroi | |
| *2. Approval of July 3, 2008 Meeting's Minutes – Chair Sgroi | 1 |
| *3. June 2008 Financial Report – Donna Starling | 2 |
| *4. Recommended Contract Award for EOC Management Software – Jeffrey Alexander | 3 |
| *5. Proposed FY 2008/2009 DCA Contract – Brian Teeple | 4 |
| *6. Proposed FY 2008/2009 LEPC Contract – Jason Taylor | 5 |
| 7. Request for Proposal for Roof Replacement – Brian Teeple | 6 |
| 8. Accounting Software Conversion Update – Donna Starling..... | 7 |
| 9. Compressed Work Week Update – Brian Teeple | 8 |
| 10. Upcoming Board Nominations for September Agenda Update – Brian Teeple | |
| 11. Next Meeting Date and Location: | Thursday, September 4, 2008
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216 |
| 12. Adjournment | |

*Denotes Action Item

Tab 1



NORTHEAST FLORIDA REGIONAL COUNCIL

Personnel, Budget, and Finance Policy Committee

July 3, 2008

MINUTES

A meeting of the Northeast Florida Regional Council (NEFRC) Personnel, Budget, and Finance Policy Committee was held on Thursday, **July 3, 2008**, at 9:30 a.m., at the Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida 32216. **Vice Chair Stewart** called the meeting to order at 9:35 a.m. with the following members present representing a quorum:

Chereese Stewart	Hugh Fish	Chip Laibl
Larry Williams	Harold Rutledge	

Excused: Karen Stern, Bob Sgroi

Staff: Brian Teeple, Mario Taylor, Donna Starling, and Joyce Rhodes

*Approval of Minutes

Commissioner Laibl moved approval of the minutes of the June 5, 2008 meeting; seconded by Mr. Williams; motion unanimously carried.

*May 2008 Financial Report

Ms. Starling reported that the Council posted a Net Loss of \$9,345 for the month of May and a Year to Date Net Income of \$40,286. The Business Development Corporation (BDC) posted a Net Income of \$38,134* for the month of May and a Year to Date Net Income of \$95,047. The Agency-wide totals were a Net Income of \$47,479 for the month and a Net Income of \$135,333 (includes BDC Net Income) Year to Date. Ms. Starling stated that she anticipates a substantial loss for the month of June due to the end of the State's fiscal year and adjustments required in connection with refinancing of the building note. Discussion followed regarding the anticipated end of year expenses. **Mr. Fish moved approval of the May 2008 Financial Report; seconded by Mr. Laibl; motion unanimously carried.**

Council Work Week Update – Mr. Taylor presented information regarding the adaptation of compressed work week schedules. Data was provided from the National Association of Regional Councils (NARC), Regional sources, Florida sources and other national sources. Mr. Taylor recommended a four (4) day workweek with the Council being closed for normal hours on Fridays for a test period of six (6) months. Work week changes had been brought forth by the Employee Satisfaction Committee. In making the recommendation; employee impact, economic benefit, fuel costs, agency size, agency coverage, and agency operation savings were considered. Discussion followed as to the overall benefit to the Council should the compressed work week be implemented. Mr. Williams indicated that additional time to consider this recommendation would be prudent with further consideration of the impacts to Council customers and the surrounding businesses being a part of any decision. Committee discussion of these points followed. **Mr. Fish moved approval of a trial period of six months for a four day work week; seconded by Mr. Laibl; motion carried by a vote of three ayes to two nays.**

Paperless Procedure Update: Mr. Taylor recommended that the full Board be polled for interest in the paperless technology. Currently, the Council continues to provide paper copies of the monthly Board package to several members. President Rutledge advanced the possibility of electronic meetings for consideration. This would save drive time and fuel costs. Further discussion will be held for future meetings.

Next Meeting Date and Location

The next meeting is scheduled for **Thursday, August 7, 2008**, at 9:00 a.m., at the **Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida 32216**.

Adjournment

There being no further business to discuss, **Mr. Williams moved to adjourn; seconded by Mr. Fish; motion carried unanimously**. The meeting was adjourned at 10:10 a.m.

DRAFT

Tab 2

MEMORANDUM

DATE: July 29, 2008
TO: Northeast Florida Regional Council
THRU: Hugh D. Fish, Secretary/Treasurer
FROM: Donna Starling, ^{DS}Chief Financial Officer
RE: June 2008 Financial Report

Northeast Florida Regional Council posted a Net Loss of \$23,581 for the month of June and a Year to Date Net Income of \$16,706. The Business Development Corporation posted a Net Income of \$7,317* for the month of June and a Year to Date Net Income of \$102,363. The Agency-wide totals were a Net Loss of \$16,264 for the month and a Net Income of \$119,069 (includes BDC Net Income) Year to Date.

Regional Council - Agencywide	Adopted Amended Budget 07/08	June, 2008	YTD	Represents 75% of Fiscal Year	Budget Variance
Revenues					
Planning and Development	\$ 1,019,522	82,911	704,060	69%	-6%
Emergency Preparedness	\$ 4,471,553	181,252	1,887,608	42%	-33%
County	\$ 606,025	50,502	454,519	75%	0%
Business Development Corporation	\$ 536,326	34,300	341,946	64%	-11%
Regional Data Center	\$ 166,023	14,028	84,904	51%	-24%
AME Ministerial Alliance	\$ 57,384	-	64,919	113%	38%
North Florida Procurement Association	\$ 32,000	18,911	44,648	140%	65%
Regional Leadership Academy	\$ 30,500	754	23,161	76%	1%
Regional Visioning	\$ 75,000	11,338	75,000	100%	25%
Tenant Revenue	\$ 100,000	6,386	69,020	69%	-6%
Anticipated Revenue/Other	\$ 60,000	1,746	31,804	53%	-22%
TOTAL REVENUES	\$ 7,154,334	\$ 402,126	\$ 3,781,590		
Expenses					
Salaries and Fringe	\$ 2,698,814	219,921	1,722,061	64%	-11%
Contract/Grant Direct Expenses	\$ 3,701,113	145,810	1,502,538	41%	-34%
Common/Indirect - Allocated Expenses*	\$ 424,277	22,218	330,275	78%	3%
General Fund Expense*	\$ 330,130	30,442	107,647	33%	-42%
TOTAL EXPENSES	\$ 7,154,334	\$ 418,391	\$ 3,662,521		
Net Income (loss)	\$ -	(16,264)	\$ 119,069		

*Excludes Salaries & Fringe

Planning and Development	Adopted Amended Budget 07/08 June, 2008		YTD	Represents 75% of Fiscal Year	Budget Variance
Revenues					
Local Gov't T.A./DCA	\$ 519,000	36,082	380,195	73%	-2%
DRI	\$ 155,000	29,375	151,882	98%	23%
TD	\$ 112,000	9,472	80,593	72%	-3%
SHIP/Weatherization	\$ 130,111	5,889	71,016	55%	-20%
Affordable Housing	\$ 50,000	2,093	15,636	31%	-44%
Special Projects	\$ 53,411	-	4,738	9%	-66%
TOTAL REVENUES	\$ 1,019,522	\$ 82,911	\$ 704,060	69%	
Expenses					
Salaries/Fringe	\$ 589,358	54,390	413,952	70%	-5%
Direct	\$ 59,990	6,068	70,576	118%	43%
Common/Indirect	\$ 370,174	22,832	221,963	60%	-15%
TOTAL EXPENSES	\$ 1,019,522	\$ 83,289	\$ 706,491	69%	
Net Profit (Loss)	\$ -	\$ (379)	\$ (2,431)		

Emergency Preparedness	Adopted Amended Budget 07/08	June, 2008	YTD	Represents 75% of Fiscal Year	Budget Variance
Revenues					
Emergency Preparedness Local TA	\$ 248,383	9,480	157,190	63%	-12%
Hurricane Study	\$ 2,186,000	71,126	1,025,806	47%	-28%
DCA LEPC	\$ 40,909	8,075	30,757	75%	0%
HMEP	\$ 30,639	406	18,185	59%	-16%
Terrorism Statewide Coordination	\$ 590,000	9,360	123,632	21%	-54%
SQG	\$ 20,000	1,663	4,311	22%	-53%
SHSGP Terrorism	\$ 75,000	1,610	33,084	44%	-31%
DEM TA	\$ 300,000	49,504	277,618	93%	18%
EOC IMT	\$ 35,000	-	-	0%	0%
EOC Enhancement	\$ 64,010	32	40,485	63%	-12%
Region 3 Workshop	\$ 25,000	-	-	0%	0%
Infrastructure Assessments	\$ 300,000	10,500	117,126	39%	-36%
USAI Program	\$ 500,000	3,602	21,117	4%	-71%
Other Revenue	\$ 56,612	15,895	38,298	68%	-7%
TOTAL REVENUES	\$ 4,471,553	\$ 181,252	\$ 1,887,608	42%	
Expenses					
Salaries/Fringe	\$ 583,393	46,171	361,494	62%	-13%
Direct	\$ 3,507,500	111,480	1,299,867	37%	-38%
Common/Indirect	\$ 380,660	23,644	226,667	60%	-15%
TOTAL EXPENSES	\$ 4,471,553	\$ 181,295	\$ 1,888,028	42%	
Net Profit (Loss)	\$ -	\$ (43)	\$ (420)		

BDC	Adopted Amended Budget 07/08	June, 2008	YTD	Represents 75% of Fiscal Year	Budget Variance
Revenues					
Processing	\$ 166,000	5,650	28,060	17%	-58%
Interest	\$ 50,000	-	67,030	134%	59%
Servicing	\$ 267,000	25,480	240,941	90%	15%
Other	\$ 53,326	3,169	5,916	11%	-64%
TOTAL REVENUES	\$ 536,326	\$ 34,300	\$ 341,946		
Expenses					
Salaries/Fringe	\$ 363,079	20,935	166,193	46%	-29%
Direct Expenses	\$ 43,000	1,177	19,250	45%	-30%
Common/Indirect	\$ 130,246	4,871	54,140	42%	-33%
TOTAL EXPENSES	\$ 536,326	\$ 26,983	\$ 239,583		
Net Profit (Loss)	\$ -	\$ 7,317	\$ 102,363		

Northeast Florida Regional Council
Balance Sheet
June 2008

	FY 06/07 June 2007	FY 07/08 June 2008
ASSETS		
Regional Council Cash	1,730,972	3,184,177
Healthy Start Cash	896,772	-
BDC Cash	-	146,340
Regional Council Accounts Receivable	665,295	502,059
BDC Accounts Receivable	98,268	30,030
Healthy Start Accounts Receivable	244,067	-
Due from other funds - BDC	86,493	-
Closing Cost	17,918	10,000
Total Current Assets	3,739,785	3,872,606
Property and Equipment:		
Office furniture and equipment	745,971	727,023
Software	115,200	115,200
Land	271,910	271,910
Building	1,928,090	1,928,090
Building improvements	467,166	467,166
Less accumulated depreciation	1,001,056	1,077,588
Total Property and Equipment, net	2,527,281	2,431,800
Total Assets	6,267,066	6,304,406
LIABILITIES		
Accounts payable	19,122	97,521
Due to other funds	86,493	51,470
Loan deposits	100,768	30,030
Accrued salaries and leave	151,342	125,843
Regional Council Deferred Revenue	1,431,527	1,661,538
Healthy Start Deferred Revenue	852,111	-
Tenant deposits	10,104	8,232
Notes payable	1,561,566	1,960,000
Total Liabilities	4,213,034	3,934,635
EQUITY		
Equity and Other Credits:		
Retained earnings	2,054,034	2,369,772
Total Equity and Other Credits	2,054,034	2,369,772
Total Liabilities, Equity and Other Credits	6,267,066	6,304,406

YTD Comparison

06/07

07/08

AGENCYWIDE

October	\$	19,119*	\$	19,696*
November	\$	70,889*	\$	99,821*
December	\$	99,805*	\$	70,833*
January	\$	108,838*	\$	82,606*
February	\$	131,824*	\$	84,498*
March	\$	163,602*	\$	85,213*
April	\$	196,138*	\$	87,855*
May	\$	241,354*	\$	135,333*
June	\$	255,024*	\$	119,069*
July	\$	286,401*		
August	\$	323,295*		
September	\$	319,143*		

BDC

October	\$	4,000	\$	11,818
November	\$	43,538	\$	49,496
December	\$	44,135	\$	35,533
January	\$	42,115	\$	43,981
February	\$	56,579	\$	47,337
March	\$	62,051	\$	53,900
April	\$	77,943	\$	56,913
May	\$	103,372	\$	95,047
June	\$	107,149	\$	102,363
July	\$	116,666		
August	\$	129,105		
September	\$	143,660		

* Includes BDC Year to Date totals.

MEMORANDUM

DATE: July 29, 2008
TO: Northeast Florida Regional Council
DS
FROM: Donna Starling, Chief Financial Officer
RE: June Investment Report

Sweep Account Interest

	FY 06/07	FY 07/08
June Interest	\$ 4,003	\$ 1,471
Year to Date Interest	\$29,700	\$24,187

Florida Local Government Investment Trust

Current Balance	\$14,137	\$14,746
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Tab 3

MEMORANDUM

Date: July 29, 2008
To: Northeast Florida Regional Council Members
Thru: NEFRC Personnel, Budget & Finance Policy Committee
From: Jeffrey Alexander
RE: Recommended Contract Award for EOC Management Software

Request for Proposal EOC Management Software – Summation of Actions

At the time of closing, the NEFRC received six (6) offers. Initial technical evaluation eliminated two (2) offers as technically unacceptable. These were Alert Technologies and Emergency Visions. The four (4) remaining were found technically acceptable and live demonstrations were held.

As a result of technical evaluations the cumulative scoring ranked the contractors as follows:

ESi Acquisition	Score: 198.8	Rank: 1
Previstar	Score: 193.02	Rank: 2
NC4	Score: 188.36	Rank: 3
Black Coral	Score: 141.96	Rank: 4

As technically superior, ESi Acquisition and Previstar were asked to submit a revised cost proposal based on the defined requirement. At the time set for opening, the following revised offers were received;

ESi Acquisition	\$615,893.00
Previstar	\$352,950.00

ESi Acquisition, being technically superior, was extended an invitation to negotiate. On July 23, 2008 all parties met for face to face negotiations.

The ESi Acquisition's "Best and Final Offer" was received on July 28, 2008 with a final cost of \$350,000.00.

However, before a final recommendation can be made, the NEFRC must meet with the County representatives regarding impending costs for hardware support. This meeting is scheduled for August 6, 2008. Final recommendation will be presented by staff at the meeting.


Tab 4

MEMORANDUM

DATE: July 28, 2008

TO: Northeast Florida Regional Council Members

THRU: NEFRC Personnel, Budget & Finance Policy Committee

FROM: Brian D. Teeple, CEO 

RE: Proposed FY 08-09 DCA Contract

Attached for your consideration is the proposed FY 08-09 DCA contract for the period beginning July 1, 2008 and ending June 30, 2009.

The Department has made only slight modifications to the Contract, generally in the "boilerplate" portions.

The 2008 Legislature appropriated \$2.42 Million for distribution to Florida's eleven Regional Planning Councils. The contract amount is for \$213,063, which is \$111,807 less than last year's original contract amount of \$324,870.

The Scope of Work is very similar to last year's with the main change being the elimination of certain specific tasks for us to accomplish under the area of Technical Assistance. This was done to bring the required work effort more in line with available funding.

I recommend approval of the contract as attached and authorize the Chief Executive Officer to execute the contract on behalf of the Council.



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

July 23, 2008

JUL 25 2008

Mr. Brian D. Teeple, Executive Director
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216

Re: FY 08-09 Contracts

Dear Mr. Teeple:

Enclosed are three copies of the FY 2008-09 agreements to be executed between the Department of Community Affairs and the Northeast Florida Regional Council. Please follow the instructions below and return three original agreements to the Department for final execution.

Instructions

1. Complete the information in Section 13, Notice and Contact.
2. Please note the new language in Section 17, Funding/Consideration regarding funding related to state revenues.
3. Complete a budget and insert as final page of Attachment A (Scope of Work).
4. Have all three copies of the agreement executed by the Council Chairperson or their designee (if other than the Chairperson, please provide written documentation of the signatory's authorization to execute the agreement).
5. Return all three original, signed agreements to the Department, to my attention at the Division of Community Planning, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100.

If you have any questions regarding the agreement or the execution process, please contact me at (850) 922-1752.

Sincerely,

Beth Frost
Grants Administrator

Attachments

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the Northeast Regional Council, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

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 July 1, 2008, and shall end June 30, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under 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 State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained 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 it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(b) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(c) 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 ordinarily 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) 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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall 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 non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year, the Recipient must have a State single or project-specific audit for that fiscal year in accordance with Section 215.97, Fla. Stat., applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Department, other state agencies, and other non-state entities. State

financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submitting a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and chooses to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the Recipient's resources (i.e., the cost of an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted 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

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]
and

Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted on time as required by 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.

5. 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.

(f) If the audit shows that all or any portion of the funds disbursed 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 days after the Department has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either 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. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department 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 Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

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

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Department may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not stop the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, 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.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) 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:

Beth Frost
Government Analyst I
Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 922-1752
Fax: (850) 488-3309
Email: beth.frost@dca.state.fl.us

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

Brian D. Teeple, Executive Director
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216
Telephone: _____
Fax: _____
Email: _____

(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 provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Funding Allocation Worksheet

Attachment C – Forms

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$213,063.00, subject to the receipt of state revenue and the availability of funds. **In the event that the revenue received in the Department's Operating Trust Fund is less than is currently projected for State Fiscal Year 2008-2009, then all activities funded from that revenue source shall have their funding reduced proportionately, based upon the original contract amount.**

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

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 Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(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 later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty 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 be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision

shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

(f) A person or organization 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) 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.

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) 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.

(m) 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.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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.

2. 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NORTHEAST REGIONAL COUNCIL:

By: _____

Name and title: _____

Date: _____

FEID# _____

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

By: _____

Charles Gauthier, AICP, Director
Division of Community Planning

Date: _____

EXHIBIT – 1

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)

Not Applicable

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 -

**State awarding agency: Department of Community Affairs
Catalog of State Financial Assistance title: Regional Planning Councils
Catalog of State Financial Assistance number: 52.006
\$213,063.00**

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

List applicable compliance requirements as follows:

- 1. 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.*

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. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, 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.

Activities are limited to those in the Scope of Work.

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
Budget and Scope of Work

The Recipient agrees to perform all services set forth below as required by state statute. The Recipient also agrees to perform additional services set forth below within the limits of compensation set forth in this Agreement.

PART I: Local Comprehensive Planning

1. When the Recipient receives a proposed plan amendment from a local government within its jurisdiction pursuant to Section 163.3184(3), Florida Statutes, the Recipient shall review the proposed plan amendment and the Recipient shall provide the Department a written report on each proposed amendment within 30 days after receipt of the complete proposed plan amendment.

2. When the Recipient undertakes review of proposed plan amendments pursuant to Section 163.3184(5), Florida Statutes, the Recipient shall review proposed plan amendment(s) for consistency with the applicable Strategic Regional Policy Plan, as defined by Section 186.507, Florida Statutes, and the requirements of Chapter 2005-290, Laws of Florida. The review of the Recipient shall be based on effects on regional resources and facilities identified in the strategic regional policy plan and shall identify any extra-jurisdictional impacts which would be inconsistent with the comprehensive plan of the affected local government. The written report to be submitted to the Department under this item shall be reviewed by the Recipient's planner and include the following information:
 - a. Determination of consistency with the strategic regional policy plan and Chapter 2005-290, Laws of Florida;
 - b. Description of the proposed plan amendment;
 - c. Identification of the applicable strategic regional policy plan goals and policies;
 - d. Analysis of the effects of the proposed amendment on regional resources and facilities; and
 - e. Analysis of the effects of extra-jurisdictional impacts which may be created by the proposed amendment.

The review shall include, but not be limited to an analysis of the effects of the proposed amendments on the following issues to the extent they are addressed in the Strategic Regional Policy Plan:

- a. Compatibility among local plans including, but not limited to land use and compatibility with military bases;
- b. Impacts to significant regional resources and facilities identified in the Strategic Regional Policy Plan including, but not limited to impacts on groundwater recharge and the availability of water supply;
- c. Affordable housing issues and designation of adequate sites for affordable housing;
- d. Protection of natural resources of regional significance identified in the Strategic Regional Policy Plan including, but not limited to protection of spring and groundwater resources, and recharge potential;
- e. Effectiveness and enhancement of economic development within the region including, but not limited to preservation of military bases;
- f. Compatibility with regional transportation corridors and facilities, including but not limited to roadways, seaports, airports, public transportation systems, high speed rail facilities, and intermodal facilities; and

- g. Adequacy of and compatibility with emergency preparedness plans and local mitigation strategies (plans) including, but not limited to the impacts on and availability of hurricane shelters, maintenance of county hurricane evacuation clearance times, and hazard mitigation.
3. For Development of Regional Impact-related comprehensive plan amendments, the Recipient shall provide a description of the status of the application for development approval or the notice of proposed change and identify the regional issues subject to the DRI review.
 4. The Recipient shall list by name and amendment number in the Quarterly Program Performance Report each local government comprehensive plan amendment reviewed for the quarter and the date the required report was submitted for each proposed amendment.
 5. During the period between issuance of the Department's formal Objections, Recommendations, and Comments Report and adoption of the local plan amendment(s), the Recipient shall, at the Department's request, work directly with the Department and local governments to resolve issues identified by the Recipient in their analysis of the plan amendment, and to assist local governments in responding to the Department's Objections, Recommendations, and Comments Report.

The Recipient shall send all reports and correspondence related to local comprehensive planning matters to the Chief, Office of Comprehensive Planning, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

PART II: Technical Assistance

1. The Recipient shall assist the Department in holding regional workshops prior to the deadline for submission of the Evaluation and Appraisal Reports (EARs) to educate local governments regarding the legal requirements identified in Chapter 2005-290, Laws of Florida, and identify regional issues to be addressed in the EAR process, and participate in scoping meetings requested by local governments pursuant to Section 163.3191. The Recipient shall assist local governments during the preparation of the EARs, with priority given to small municipalities that have never prepared an EAR. Such assistance shall include the following:
 - a. Notify local governments of EAR due dates;
 - b. Help local governments to identify major issues;
 - c. Facilitate and assist with scoping meetings; and
 - d. Provide information on sources of best available data.
2. Upon receipt of the proposed and adopted Evaluation and Appraisal Reports (EARs), the Recipient shall assess their consistency with the Strategic Regional Policy Plan and the requirements of Section 163.3191, Florida Statutes, and Chapter 2005-290, Laws of Florida. This assessment will be one of the bases used to assist the Department in making its findings of sufficiency pertaining to adopted EARs. When review of EARs has been delegated to a regional planning council, the Recipient shall complete the responsibilities in the delegation agreement.
3. The Recipient shall coordinate with the Department in providing technical assistance to local governments related to state priorities including implementation of the requirements of Chapter 2005-290, Laws of Florida, including but not limited to Fiscal Impact Analysis Model, school planning, water supply planning, transportation planning (such as transportation concurrency management areas, transportation concurrency exception areas, and multimodal transportation districts), capital improvements planning, designation of urban service boundaries, concurrency, springs protection, the service delivery reports as required by Chapter 2002-296, hazard mitigation and hurricane evacuation planning, military base encroachment and other priorities as applicable. Technical assistance shall be defined as advising and assisting with

intergovernmental coordination and providing information as available. Priority areas for technical assistance shall include:

- a. Coordinate with the Department of Environmental Protection and the St. Johns River Water Management District to assist local governments in Northeast Florida with developing water conservation policies for inclusion in their Comprehensive Plans.
 - b. Coordinate with the Department in assisting local governments located entirely or in part in the Coastal High Hazard Area with planning for redevelopment and hazard mitigation;
 - c. Assist local governments in the Northeast Region in developing planning strategies to discourage urban sprawl, promote economic development, and ensure the provision of adequate public facilities.
4. The Recipient shall provide other assistance to citizens and local governments as necessary to implement the appropriate provisions of Section 186.505, Florida Statutes.
 5. The Recipient shall provide assistance to other agencies, organizations, and entities as well as participate in programs or activities to improve environmental, social, or economic conditions in the Region as deemed appropriate by the Recipient, and shall consider opportunities to collaborate with the Department to provide joint technical assistance to local governments within the region.

PART III: Developments of Regional Impact (DRI)

1. The Recipient shall carry out all applicable DRI, Florida Quality Development (FQD), and Sector Planning procedures as required by Chapter 380, Florida Statutes; Chapters 9J-2, 9J-3, 9J-28, and 28-24, Florida Administrative Code, Chapter 2005-290, Laws of Florida, and section 163.3245, Florida Statutes; and other pertinent rules which are adopted during the contract period. The written reports submitted to the Department under this item shall be reviewed by the Recipient's planner. The Department shall assist in this activity by providing the Recipient with copies of any declaratory statements and binding letters in a timely fashion.

The Recipient shall review the notices of proposed change (NOPCs) to approved DRIs, and shall review the cumulative changes to the development and notify the Department about any objections to the proposed changes within 35 days of receipt. The Recipient shall advise the Department in writing whether it objects to the proposed change, shall specify the reasons for its objection, if any, and shall provide a copy to the developer. The written report to be submitted to the Department shall include the following information:

- a. Description of the project as it was originally approved;
- b. Identification of previous changes to the project and the development order;
- c. Identification of specific proposed changes;
- d. Identification of applicable criteria in Section 380.06(19), F.S.;
- e. Evaluation of cumulative changes to the project to determine whether they constitute a substantial deviation pursuant to statutory requirements;
- f. In coordination with reviewing agencies, identification of the impacts of the proposed changes to determine if the proposed changes create additional regional impacts not previously reviewed; and
- g. Notification to the Department about any objections to the proposed changes within 35 days of receipt. The Recipient shall advise the Department in writing whether it objects to the proposed change, shall specify the reasons for its objection, if any, and shall provide a copy to the developer.

The Recipient shall review all proposed development orders, including amended development orders, as applicable, and advise the Department on potential appeal issues within 30 days of receipt.

2. The Recipient shall ensure copies of all reports and correspondence regarding DRI, FQD, and Sector Planning reviews are sent to the Chief, Office of Comprehensive Planning, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
3. The Recipient shall promote the submittal of, and shall review, all reports required pursuant to Sections 380.06(18) and 380.061, Florida Statutes, for developments located within the region that have received development orders since August 1980, and shall immediately report potential violations to the Department as required by Section 9J-2.027(3)(c), Florida Administrative Code.
4. The Recipient shall issue the Regional Planning Council report and recommendation ("Assessment") to the local government on an Application for Development Approval (ADA), pursuant to Section 380.06, F.S., or an Application for Development Designation (ADD) pursuant to Section 380.061, F.S., and in compliance with the provisions of Chapter 380, Florida Statutes; Regional Planning Council rules adopted pursuant to Chapter 380, 186 and 120, Florida Statutes; prior agency practice; and applicable case law.
5. The Recipient shall review petitions for local government certification and review development orders issued by certified local governments as required by Chapter 380.065, Florida Statutes, and related rules.

PART IV: Strategic Regional Policy Planning

The Recipient shall perform activities related to the implementation of Chapter 186, Florida Statutes, and related rules. These implementation activities shall include maintaining and amending a Strategic Regional Policy Plan (SRPP) in accordance with Rule 27E-5, Florida Administrative Code, Chapter 186, Florida Statutes, and Chapter 120, Florida Statutes, and with Chapter 163.3175, to the extent applicable under SB 1604, regarding military base encroachment.

PART V: Other Responsibilities

1. **Dispute Resolution.** The Recipient shall make available and actively promote a dispute resolution process as established by rule pursuant to Section 186.509, Florida Statutes, to reconcile differences between or among local governments, regional agencies and private interests on planning and growth management issues, or as otherwise specified in Florida Statutes.
2. **Ten-Year Site Plans and Site Certification.** The Recipient shall provide assistance upon request to the Department, the Department of Environmental Protection, and the Public Service Commission, as applicable, in the review of 10-year site plans, power plant site and transmission line corridor certification requests, and natural gas transmission pipeline certification applications submitted for projects within or having a significant impact on the area within their jurisdiction. The Recipient shall function as a regional clearinghouse by soliciting, discussing and integrating comments from local governments and other interested parties as a part of these reviews. The Recipient shall evaluate the 10-year site plans and site/corridor certification requests for consistency with its regional policy plan, and provide the Department and the Commission or the Department of Environmental Protection, as appropriate, with substantive comments based on that review.
3. **Data Collection.** The Recipient shall, pursuant to Section 186.507(9), Florida Statutes, coordinate with the Department in order to achieve uniformity and consistency in land use information and data collection efforts in the state, and to provide a usable and accessible data base to assist local governments and the private sector.

4. Emergency Preparedness Planning. The Recipient shall provide a representative to participate as a review team member during the reviews of local comprehensive emergency management plans in accordance with Rules 9G-6.006 and 9G-6.007, Florida Administrative Code, and local mitigation plans and redevelopment plans. The representative will have review and comment responsibilities as assigned by the Team Leader.
5. Hazard Mitigation Planning. The Recipient shall sponsor at least one regional workshop on advancing natural disaster hazard mitigation and wildfire management. In cooperation with the University of Florida, the technical services to be provided by the Recipient shall include advertising training availability, making arrangements for public meeting facilities, registration and general coordination of the training event.
6. Intergovernmental Coordination and Review. The Recipient shall carry out the functions of a regional clearinghouse as designated by the Executive Office of the Governor, pursuant to Federal Executive Order 12372 (Intergovernmental Review of Federal Programs), and shall review and comment as appropriate on federal, state and regional plans that may impact the region.
7. Hazardous Waste. The Recipient shall advise local governments with regard to the hazardous waste site verification program pursuant to Section 403.723(2), Florida Statutes.
8. Annual Report. The Recipient shall provide an annual report on its activities to the Department by June 30, 2009, as required by Section 186.513, Florida Statutes. Provision of a copy of the annual report prepared by all the regional planning councils may satisfy this requirement.
9. Workshops. The Recipient shall conduct and participate in growth management workshops as deemed appropriate by the Recipient.

BUDGET (Please insert a proposed budget here)

Attachment B
Funding Allocation Worksheet

2008-2009 FUNDING ALLOCATION FOR REGIONAL PLANNING COUNCILS		
REGIONAL PLANNING COUNCIL	POPULATION DISTRIBUTION	FUNDING AMOUNT
West Florida	4.9%	\$189,692
Apalachee	2.5%	\$172,186
North Central	2.6%	\$173,262
Northeast	8.1%	\$213,063
Withlacoochee	4.1%	\$183,426
East Central	16.8%	\$276,191
Central	4.2%	\$184,327
Tampa Bay	15.5%	\$266,216
Southwest Florida	8.3%	\$214,331
Treasure Coast	9.9%	\$225,918
South Florida	23.1%	\$321,388
TOTAL	100%	\$2,420,000

ATTACHMENT C

FORMS PACKET

FORM C-1A
Financial Status Report

Grantee Name _____ Contract Number _____
 Address _____ For Quarter Ending _____

CATEGORY	BUDGET ALLOCATION (A)	DISBURSEMENT OF FUNDS PROVIDED UNDER THIS AGREEMENT		BALANCE (A MINUS C) (D)
		CURRENT QUARTER (B)	TOTAL TO DATE (C)	

CASH POSITION
 (E) Cash Advanced\$ _____
 (F) Quarterly Cash Reimbursements\$ _____

DATE RECEIVED	AMOUNT	DATE RECEIVED	AMOUNT	DATE RECEIVED	AMOUNT

(G) Total Quarterly Cash Reimbursements (Total of F Above)\$ _____
 (H) Total Cash Received (Line F + Line E)\$ _____
 (I) Total Cash Disbursed (Column C Above)\$ _____
 (J) Cash Balance as of _____ (Date) (Line H - Line I)\$ _____
 (K) Amount of Warrant to be Issued (Amount Requested)\$ _____

Subgrantee Authorized Signature _____ Title _____ Date _____

FORM C-2

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

Contract No. _____

Date _____

Category _____

CONTRACT CLOSE-OUT PACKAGE

General Instruction: This package of close-out forms and instructions must be returned on a separate set of forms for each category, to the Senior Analyst, Department of Community Affairs, no later than sixty (60) days after the termination date of the contract.

This is the cover sheet which is used to identify your contract and to identify all the documents to be completed and returned to the Senior Analyst.

CONTRACT IDENTIFICATION

Subgrantee _____ Beginning Date _____

Address _____ Ending Date _____

City & State _____ Contract Amount _____

IDENTIFICATION OF DOCUMENT: Enclosed (Please check all items enclosed.)

- 1. Refund Check
- 2. Status of Funds
- 3. Summary of Disbursements

If refund is not enclosed, please show date it will be submitted: _____

FORM C-4
STATUS OF FUNDS

SUBGRANTEE: _____

CONTRACT NUMBER: _____

CATEGORY: _____

LIST ALL FUNDS RECEIVED FOR THIS CATEGORY:

MONTH RECEIVED	AMOUNT	MONTH RECEIVED	AMOUNT

TOTAL CONTRACT FUNDS RECEIVED: _____

LESS ACCRUED EXPENDITURES (Column ad, Summary of Disbursements) _____

AMOUNT TO BE RETURNED TO DEPARTMENT OF COMMUNITY AFFAIRS _____

MAKE CHECK PAYABLE TO: CASHIER
DEPARTMENT OF COMMUNITY AFFAIRS
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

SIGNATURE: _____ TITLE: _____

DATE: _____ TELEPHONE: _____

FORM C-5
DRI MONITORING FORMAT

Reporting Date: _____
Month, Day, Year

Development: _____
Name of DRI

Location: _____
City County

Developer=s Name: _____
Company

Address: _____
Street Address

City, State, Zip Code

1. Evaluate the status of the development. If the development order has in fact or in effect been abandoned by the developer or owners of the property, identify current activity, planned and ongoing development, and ownership of the property.

No further review is necessary if the development order has expired or been rescinded and no development has taken place on the site. If there has been development on the site without the benefit of a development order, an analysis of the development should be done comparing it to the former plan and other DRI consideration.

2. Describe the commitments and plan characteristics which were stated, illustrated or implied in the Application for Development Approval (ADA) or subsequent submission of the developer, which were important considerations in the approval of the development.
3. Describe each of the conditions of the development order indicating dates and specific criteria that were contained in the development order.
4. Describe any changes made in the proposed plan of development, phasing or in the representations contained in the ADA since the DRI received approval. Please note any actions (including substantial deviation determinations) taken by local government to address these changes.
5. Provide copies of any revised master plan or site plans not previously submitted if they are readily obtainable in terms of size, cost and reproducibility. If actual copies of the revised plans are not readily obtainable, then copies of the original plans with the changes clearly marked and identified, or color photographs or color slides of the revised plans shall be submitted by the Recipient.
6. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the new local government adopted a DRI

development order for the projects? Please provide a copy of the order adopted by the new local government if we do not already have one.

7. If significant tracts of land in the development have been sold to a separate entity of developer, identify the tracts and buyers, to the maximum extent possible, using public records and information supplied by the developer.
8. Describe any lands purchased or optioned by the developer that are adjacent to the original DRI site which are known to the Recipient based on public records and information supplied by the developer. Identify the areas and the planned land use on a site plan map.
9. List significant local, state and federal permits which have been obtained for activities which relate to regional or state issues that were addressed in the ADA or development order.
10. Provide a summary comparison of development activity proposed and actually conducted.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.
11. Assess the development and local government's continuing compliance with each of the conditions of approval contained in the DRI development order and with the commitments and plan characteristics identified in question #2.

ATTACHMENT C-6

FORM DCP-BSP-ANNUAL REPORT-1

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF COMMUNITY PLANNING
STATE PLANNING ADMINISTRATION
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(850) 488-4925

DEVELOPMENT OF REGIONAL IMPACT ANNUAL REPORT

Subsection 380.06 (18), Florida Statutes, places the responsibility on the developer of an approved development of regional impact (DRI) for submitting an annual report to the local government, the regional planning agency, the Department of Community Affairs, and to all affected permit agencies, on the date specified in the development order. The failure of a developer to submit the report on the date specified in the development order may result in the temporary suspension of the development order by the local government until the annual report is submitted to the review agencies. This requirement applies to all developments of regional impact which have been approved since August 6, 1980. If you have any questions about this required report, call the DEI Planner at (850) 488-4925.

Send the original completed annual report to the designated local government official stated in the development order with one copy to each of the following:

- a) The regional planning agency of jurisdiction;
- b) All affected permitting agencies;
- c) Division of Community Planning
State Planning Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Format your Annual Status Report after the format example provided below.

ANNUAL STATUS REPORT

Reporting Period: _____ to _____
Month/Day/Year Month/Day/Year

Development: _____
Name of DEI

Location: _____ , _____
City County

Developer -
Name: _____
Company Name

Address: _____
Street Location

City, State, Zip

1. Describe any changes made in the proposed plan of development, phasing, or in the representations contained in the Application for Development Approval since the Development of Regional Impact received approval. Exhibit A should also address the following additional items if applicable:

Note: If a response is to be more than one sentence, attach as Exhibit A, a detailed description of each change and copies of the modification site plan drawings. Exhibit A should also address the following additional items if applicable:

- a) Describe changes in the plan of development or phasing for the reporting year and for the subsequent years;
- b) State any known incremental DEI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;

- c) Attach a copy of any notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.06 (15) (f), F.S.
- 2. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the annexing local government adopted a new Development of Regional Impact development order for the project? Provide a copy of the order adopted by the annexing local government.
- 3. Provide copies of any revised master plans, incremental site plan, etc., not previously submitted.

Note: If a response is to be more than one or two sentences, attach as Exhibit B.

- 4. Provide a summary comparison of development activity proposed and actually conducted for the reporting year as well as a cumulative total of development proposed and actually conducted to date.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

Note: If a response is to be more than one sentence, attach as Exhibit C.

- 5. Have any undeveloped tracts of land in the development (other than individual single-family lots) been sold to a separate entity or developer? If so, identify tract, its size, and the buyer. Provide maps which show the tracts involved.

_____ Tract _____

Note: If a response is to be more than one sentence, attach as Exhibit D.

- 6. Describe any lands purchased or optioned adjacent to the original Development of Regional Impact site subsequent to issuance of the development order. Identify such land, its size, and intended use on a site plan and map.

Note: If a response is to be more than one sentence, attach as Exhibit E.

- 7. List any substantial local, state, and federal permits which have been obtained, applied for, or denied during this reporting period. Specify the agency, type of permit, and duty for each.

Note: If a response is to be more than one sentence, attach as Exhibit F.

8. Provide a list specifying each development order condition and each develop commitment as contained in the ADA and state how and when each condition or commitment has been complied with during the annual report reporting period.
9. Provide any information that is specifically required by the development order to be included in the annual port.
10. Provide a statement certifying that all persons have been sent copies of the annual report in conformance with Subsections 380.06 (15) and (18), F.S.

Person completing the questionnaire:

Person completing the
questionnaire:

Title:

Representing:

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Tab 5

MEMORANDUM

Date: August 4, 2008

To: Northeast Florida Regional Council Members

Thru: NEFRC Personnel, Budget & Finance Policy Committee

From: Jason Taylor, Regional Planner
Emergency Preparedness Programs *JT*

Re: Proposed FY 08-09 LEPC Contract

Attached for your consideration is the proposed FY 08-09 LEPC contract for the period beginning July 1, 2008 and ending June 30, 2009.

The contract provides for the continuation of services from the Council to the LEPC, conducting meetings, maintaining minutes/records, the planning and development of Hazardous Materials related projects and training, etc.

The State provides funds in the amount of \$40,909.00 for the administration of this program. The LEPC is an integral part of Hazardous Materials Emergency Planning and Training both Statewide and throughout our Region.

Staff recommends the Council approve the contract as attached and authorize the Chief Executive Officer to execute the contract on behalf of the Council.

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Northeast Florida Regional Council, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work, Attachment A, and the Budget, Attachment B, of this Agreement.

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2008 and shall end June30, 2009 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal ACommon 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 Higher 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) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this

Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained 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 it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work (Attachment A), the Budget (Attachment B) 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 Division, its employees, and agents. "Reasonable" shall ordinarily 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 Division.

(6) 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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall 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 non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., 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). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted 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

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

Division of Emergency Management
Bureau of Preparedness
Technological Hazards
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under 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.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs 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.

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. 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. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports.

(b) The Recipient shall submit one copy electronically and one hard copy of a detailed quarterly program performance report that describes work performed during the preceding quarter to the Division's contact identified in paragraph (13) of this Agreement no later than 30 days after the end of each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30. The quarterly program performance reports shall contain a narrative highlighting key activities and accomplishments for the preceding quarter and the status of each task identified in the Scope of Work (Attachment A).

(c) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work (Attachment A) and the Budget (Attachment B).

(d) The Recipient shall provide such additional program updates or information as may be required by the Division.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. 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.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, 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.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) 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 named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address, telephone number, fax number and email address of the Division Program manager for this Agreement is:

Mr. Timothy Date
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@em.myflorida.com

(c) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for the administration of this Agreement is:

Jeff Alexander

6850 Belfort Oaks Place

Jacksonville, FL 32216
Telephone: _____ (904) 279-0885 x 134
Fax: _____ (904) 279-0881
Email: _____ jalexander@nefrc.org

(d) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for management of this Agreement is:

Jason Taylor

6850 Belfort Oaks Place

Jacksonville, FL 32216
Telephone: _____ (904) 279-0885 x 136
Fax: _____ (904) 279-0881
Email: _____ jtaylor@nefrc.org

(e) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, address, telephone number, fax number and email address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, within thirty (30) days after execution of the subcontract by the Recipient, a copy of the executed subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division 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.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Financial Invoice
- Attachment D – Justification for Advance
- Attachment E – Warranties and Representations
- Attachment F – Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$40,909.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment of \$_____ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed subject to the Recipient submitting an Invoice for Expenditures (Attachment C) to the Division. The Recipient agrees to expend funds in accordance with the Scope of Work (Attachment A) and the Budget (Attachment B) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(18) REPAYMENTS

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

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

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(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 later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division 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 be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

(f) Those who have 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment F) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) 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.

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) 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 Division 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 Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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.

2. 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should

know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
NORTHEAST FLORIDA REGIONAL COUNCIL

By: _____

Name and title: Brian D. Teeple, CEO

Date: _____

FEID#: 59-1745473

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: W. Craig Fugate, Director

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of \$40,909.00.

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

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

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ATTACHMENT A

SCOPE OF WORK

Funding is provided to ensure the Recipient provides adequate staffing of the Local Emergency Planning Committee (LEPC) in order to enable it to function in accordance with federal and state regulations. The staff assigned to this program should conduct work tasks pursuant to this scope of work with the support of the LEPC and consistent with the direction of the Division. The work tasks include, but are not limited to, the following activities:

(1) RECIPIENT SHALL STAFF THE LOCAL EMERGENCY PLANNING COMMITTEE

The Recipient shall:

(a) Provide staff support to LEPC meetings including: designating a primary staff contact person, developing agendas and preparing minutes of the meetings, in accordance with Section 252.90, Florida Statutes; providing timely notice to LEPC members and the general public of meeting dates and locations and other LEPC activities; publishing meeting dates in the Florida Administrative Weekly in accordance with Chapter 120, Florida Statutes; providing timely notice of meetings to local newspapers, other appropriate media, and interested parties; providing pertinent documents and materials for distribution at the meetings; conducting and preparing presentations for LEPC meetings; and preparing LEPC meeting synopses and submitting them to the State Emergency Response Commission (SERC) within 30 days following each LEPC meeting. Information may be provided to the SERC via electronic mail.

(b) Serve as staff liaison to coordinate LEPC activities with the SERC and the Division, and provide the SERC with detailed quarterly updates on the program implementation activities of the LEPC for insertion in the "Hazmatters" newsletter. Written updates should be directed to the Division of Emergency Management's Bureau of Preparedness, Technological Hazards Section, and must be received by the Division at least 30 days prior to each noticed SERC meeting. The updates may be provided via electronic mail.

(c) Serve as the mailing address for the LEPC, and the recipient of facility written follow-up reports to the initial emergency notification made under Section 304 of the Emergency Planning and Community Right-To-Know Act (EPCRA). Provide a copy of the written follow-up report to the appropriate Community Emergency Coordinator as designated in the LEPC plan.

(d) Maintain records concerning reporting notifications pursuant to Sections 302, 303, 304, 311 and 312 of EPCRA.

(e) Notify the Division of any changes regarding the individual designated in paragraph (10) of this Agreement to serve as the primary contact person for the Recipient to answer daily inquiries regarding EPCRA. The primary contact person shall attend all LEPC Chairperson/Staff Contact meetings and other staff coordination meetings, up to a total of four (4) meetings during the contract period. The primary contact person or RPC designee shall attend all noticed SERC meetings, up to a total of four (4) meetings during the contract period. The LEPC Chairperson may serve as the RPC designee. The RPC shall be responsible for reimbursement of travel for the primary contact person for all meetings. If the primary contact person is unable to attend the meetings and a RPC designee attends in place of the primary contact person, the RPC shall be responsible for reimbursement of travel for the RPC designee.

(f) Utilize uniform reporting forms as established by the SERC.

(g) Within the limits of compensation as set forth in this Agreement, attend all hazardous materials training courses, workshops, and conferences conducted by the Division within the district.

(h) Conduct public presentations, on request, for interested parties in the district on the EPCRA program within the limits of compensation as set forth in this Agreement.

(i) Prepare and send materials to those individuals requesting EPCRA information pursuant to Section 324 (a) of EPCRA. Copying costs consistent with Section 252.88(4), Florida Statutes, shall be charged to the recipients of materials. Charges for public information searches shall be consistent with Rule 9G-14.010, Florida Administrative Code. In the event that an individual requests large amounts of information from the LEPC which the LEPC is unable to supply, the RPC staff shall consult with the LEPC and endeavor to identify other assistance the LEPC may use to respond to the information request. In the event that no other assistance is available from the LEPC or other sources, the RPC may submit a written request for assistance to the Bureau of Preparedness, Technological Hazards Section. Such a request shall identify the individual requesting the information, the information requested, the reason that the LEPC cannot supply the information, and the LEPC's efforts to identify other sources of assistance in responding to the information request.

(j) Prepare a public availability of information notification pursuant to Section 324(b) of EPCRA and publish in newspapers of general circulation in the district at least annually. Provide a copy to the Bureau of Preparedness, Technological Hazards Section, which can be submitted via electronic mail.

(k) As directed by SERC, establish a mechanism that provides for information sharing and feedback to Section 302 facilities within the District regarding emergency planning and hazards analyses.

(2) PLAN DEVELOPMENT AND EXERCISE

The Recipient shall:

(a) Prepare and update a LEPC plan and submit the plan and the completed guidelines entitled "Local Emergency Planning Committee Hazardous Materials Emergency Plan Compliance Criteria" to the Division prior to the last effective date of this Agreement. The Recipient will receive site-specific facility information and will not be held accountable for including county information into the LEPC plan if the information is not provided to the Recipient at least 60 days prior to the expiration date of this Agreement. If the LEPC does not receive county information by this 60 day deadline, the LEPC plan should reflect the most recent county facility and emergency response information.

(b) The LEPC plan shall comply with the requirements of EPCRA, passed by Congress as Title III of the Superfund Amendments and Re-authorization Act of 1986 (codified at 42 U.S.C. § 11001 et seq.), and the Florida Emergency Planning and Community Right-to-Know Act (§ 252.81-§ 252.90, Florida Statutes). The primary guidance documents are the most recent versions of "Hazardous Materials Emergency Planning Guide" (NRT-1), and "Technical Guidance for Hazards Analysis." All plan development shall be consistent with the provisions of these documents and the Division's LEPC plan review criteria. Copies of these documents and the Division's LEPC plan review criteria shall be provided by the Division as requested by the Recipient. The LEPC plan shall include and address each of the planning provisions outlined in Section 303(c) of EPCRA and shall consist of the following:

1. Identification of facilities, within the counties, in the district that are subject to the requirements of Section 302 of EPCRA.

2. Hazards and Vulnerability Analyses of the chemicals covered under Section 302 of EPCRA consistent with Section 303 of EPCRA, and the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

3. A risk analysis of the chemicals covered under Section 302 of EPCRA, consistent with Section 303 of EPCRA, and with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

4. The work product submitted by the Recipient to fulfill this plan development task is not required to include Hazards and Vulnerability Analyses appearing verbatim in the county information; however, the work product should include a complete listing of sites for which Hazards and Vulnerability Analyses have been performed. This listing must include, at a minimum, the SERC code, facility name, facility physical address and the county where the facility is located.

(c) Plan for and conduct an exercise within the LEPC district, at least biennially.

1. As staff, assist the LEPC in developing a schedule for exercising the LEPC hazardous materials emergency plan in compliance with Section 303 of EPCRA.

2. If the LEPC did not conduct an exercise of its hazardous materials emergency plan during Fiscal Year 2007-08, the Recipient will provide staff support to the LEPC to develop and conduct an exercise of the LEPC hazardous materials emergency plan during Fiscal Year 2008-09. This exercise may be a tabletop, functional or a full-scale simulation and should test a minimum of two functional areas (e.g., communication, evacuation, resource management). The exercise should be regional in scope to reflect an incident requiring a multi-jurisdictional or a cooperative response. Use the Homeland Security Exercise Evaluation Program to conduct and evaluate the exercise. The required exercise staffing tasks consist of the following:

a. Meet with local emergency management directors and local emergency response officials within the district to accomplish the following:

(i) Explain the intent and scope of the exercise;

(ii) Establish a method to coordinate procedures among local emergency response officials;

(iii) Identify key personnel to be involved in the exercise which shall include county emergency management directors; and

(iv) Develop exercise goals and objectives.

b. Develop an exercise scenario. The following work products shall be completed and submitted to the Bureau of Preparedness, Technological Hazards Section for approval no less than **30 days** prior to the date of the exercise:

(i) A detailed schedule of exercise events;

(ii) Exercise messages; and

(iii) Exercise control procedures and responsibilities.

c. Conduct and evaluate exercise. Following the completion of the exercise, all major participants will meet to discuss the exercise. Discussion should include the following:

(i) Identification of areas for improvement in the regional hazardous materials emergency plan;

(ii) Discussion of the effectiveness of operational procedures; and

(iii) Recommendations for improving performance.

d. If an actual event is used to substitute for an exercise, all reports and documentation must be submitted prior to the end of the contract period to receive credit for the exercise

requirement. The use of this option requires written approval from the Division prior to the end of the contract period.

e. The Recipient shall submit an after-action report to the Division within **60 days** following the exercise containing the results of the exercise, a summary of the post-exercise meeting in c. above, and subsequent recommendations. The report should also reflect what is being done, or will be done, to address the recommendations.

f. Upon mutual consent, the exercise work tasks may be adjusted or revised for good cause. Requests for revision(s) shall be made in writing and shall outline the justification(s) for the revision(s).

(3) TECHNICAL ASSISTANCE

The Recipient shall:

(a) Assist in county hazards analysis development within the LEPC district by:

1. Contacting, when requested by a county agency, the representatives of facilities that have filed notice of inclusion under Section 302 of EPCRA on behalf of the LEPC in situations where the facility representative will not willingly supply data necessary for planning and hazard analyses to the county; and,

2. Providing technical assistance when needed in the development of vulnerability, risk and hazards analyses of the chemicals covered under Section 302 of EPCRA. The Recipient agrees to provide such assistance within the limits of funding provided.

(b) Distribute SERC-developed hazardous materials training course information and assist the Division in scheduling and conducting hazardous materials workshops and training. The Recipient agrees to provide such assistance within the limits of funding provided.

End Attachment A

ATTACHMENT B

BUDGET

2008-2009 BUDGET FOR THE NORTHEAST FLORIDA REGIONAL COUNCIL

1. Salaries/Benefits	\$ <u>28,149</u>
2. Indirect Costs	\$ <u>8,100</u>
3. Travel	\$ <u>3,060</u>
4. Printing/Reproduction	\$ <u>700</u>
5. Supplies	\$ <u>900</u>
6. Other**	\$ _____

**Include description: _____

TOTAL COST \$ 40,909

ATTACHMENT C

LOCAL EMERGENCY PLANNING COMMITTEE STAFF SUPPORT
INVOICE FOR EXPENDITURES

AGREEMENT NUMBER : _____

PERIOD OF PERFORMANCE: 1st Quarter: July – September 2nd Quarter: October – December
(circle one) 3rd Quarter: January – March 4th Quarter: April – June

Recipient: Northeast Florida Regional Council

FEID#: 59-1745473

OBJECT COST CLASSIFICATIONS

TOTALS FOR THIS PERIOD

- 1. Salaries/Benefits \$ _____
- 2. Indirect Costs \$ _____
- 3. Travel \$ _____
- 4. Printing/Reproduction \$ _____
- 5. Supplies \$ _____
- 6. Other** \$ _____

**Include description: _____

TOTAL COST \$ _____

**** SUPPORTING DOCUMENTATION IS REQUIRED**

I hereby certify that all expenses listed above have been paid.

Name/Signature

Title

Date

<p>TOTAL AMOUNT TO BE PAID ON THIS INVOICE.</p> <p>\$ _____ (To be completed by DEM)</p>
--

THE SECTION BELOW IS TO BE COMPLETED BY DEM ON FINAL EXPENDITURE REPORT

TOTAL AWARD..... \$ _____

TOTAL EXPENDITURES..... \$ _____

UNEXPENDED FUNDS..... \$ _____

ATTACHMENT D: JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT: Northeast Florida Regional Council

Indicate if you are requesting an advance or if no advance is being requested by completing the appropriate areas below. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial 3 months. Thereafter, disbursements shall be made on a reimbursement basis.

NO ADVANCE REQUESTED
 No advance payment is requested; payment will be made solely on a reimbursement basis.

ADVANCE REQUESTED
 Advance payment of \$_____ is requested; balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, indirect costs, duplicate forms and purchase start up supplies and equipment. We would not be able to operate the program without this advance.

DIRECTIONS:

- First Time Recipients:** Must provide the Division with an estimation of expenditures for the first three months of the contract. Only the column for the current fiscal year needs to be completed.
- Continuing Recipients:** Must compare three years of expenditures to advance payments received.

COMPLETE BELOW FOR CATEGORIES APPLICABLE TO YOUR PROGRAM		(1) SFY 05-06 (actual costs for first three months of contract)	(2) SFY 06-07 (actual costs for first three months of contract)	(3) SFY 07-08 (actual costs for first three months of contract)	(4) Total	(5) Average
1.	SALARY/BENEFITS					
2.	INDIRECT COSTS					
3.	TRAVEL					
4.	PRINTING/REPRODUCTION					
5.	SUPPLIES					
6.	OTHER*					
7.	TOTAL EXPENSES					

	Required Information	(6) SFY 05-06	(7) SFY 06-07	(8) SFY 07-08	(9) Total	(10) Average
8.	ADVANCES					
9.	TOTAL EXPENSES (actual costs for first three months of contract - enter total from line 7 above)					
10	DIFFERENCE					

* **Other** – (Attach additional pages if needed)
 Describe. _____

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program in accordance Paragraph (7) and Paragraph (12) of this Agreement.
- (2) If applicable, records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) If applicable, written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
- (6) If applicable, written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- (7) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

Codes of Conduct

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-

agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 9:00 am to 5:00 pm, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

End Attachment E

Attachment F

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip


Date

Tab 6

MEMORANDUM

Date: July 28, 2008

To: Personnel, Budget and Finance Policy Committee

From: Brian D. Teeple, Chief Executive Officer 

Re: Roof Replacement Request For Proposals

The Council has issued the Roof Replacement RFP and key dates are listed below. The RFP, in its entirety, can be found on the Council Website www.nefrc.org.

ACTION	ANTICIPATED DATE
Issue Request for Proposals	July 25, 2008
Site Visit	August 12, 2008
Pre-Proposal Conference	August 12, 2008
Proposal Closing Date	August 27, 2008
Contractor Qualification Evaluation	August 28, 2008
Performance Factors Evaluation	September 2, 2008
Oral Presentations	September 17, 2008
Negotiations Begin	September 23, 2008
Intention to Award Notice	September 24, 2008
Contract Award	September 30, 2008

Tab 7

MEMORANDUM

DATE: July 29, 2008

TO: Northeast Florida Regional Council

FROM: Donna Starling, Chief Financial Officer

RE: Accounting Software Conversion

We have been in discussion for several months with our current software system, Financial Edge, over a required payroll upgrade that would cost the Council approximately \$13,900. In addition to yearly maintenance cost of approximately \$7,000 which will not cover the payroll upgrade. Once the upgrade was completed Financial Edge would give us no guarantee that the payroll upgrade would be compatible with our cost allocation programming and the Council would then have to incur additional cost to update the cost allocation programming, which was quoted by Financial Edge to cost as much, if not more than the payroll upgrade. After failed negotiations to have the payroll upgrade and cost allocation update be included as part of our yearly maintenance, we has chosen to convert back to our old accounting software, Grants Management Systems (GMS), which we still have assess to for historical data use.


We can convert back to GMS for approximately \$3,920 and monthly maintenance and license cost of \$350 per month (\$4,200 per year). GMS also contains the cost allocation programming that we are currently using as part of the accounting system. Although GMS does not offer the reporting flexibility that we enjoy with the Financial Edge, it will meet our needs, as well as, reduce our yearly accounting system maintenance cost by more than 45%. Lastly, due to the timing of our fiscal year which begins October 1, essentially in two months, converting back to GMS is the most time effective option.

Tab 8

MEMORANDUM

Date: July 28, 2008

To: Personnel, Budget and Finance Policy Committee

From: Brian D. Teeple, Chief Executive Officer 


Re: Compressed Work Schedule Pilot Program

In an attempt to implement a Compressed Work Week authorized by the Council at the last meeting it has been determined that a mandatory 4 day work week was impractical at this time. In the alternative we have established the attached policy as the best compromise for the trial period.

I will be happy to answer any questions and/or provide any additional information.

NORTHEAST FLORIDA REGIONAL COUNCIL

POLICY & PROCEDURE

Subject/Program: Compressed Work Schedule Program
Policy # 7-15
Effective Date: July 21, 2008
Supersedes Policy # New
Previous Policy Effective Date: N/A
Number of Pages: 3
Department: Personnel Services
Approved By: 
Approved Date: 07/21/08

POLICY: Employees may eligible for a compressed work schedule if approved by their Supervisor and the CEO/DCEO.

PURPOSE: To provide for quality productivity, employee well being, and economic benefit, and to ensure compliance with the Fair Labor Standards Act.

PROCEDURES:

1. Participating in the Compressed Work Schedule Program requires supervisory and CEO/DCEO approval.
2. Most full-time employees will be eligible to participate in a compressed work schedule. However, although we will strive to make as many positions as possible eligible, some positions may not be eligible to participate due to the nature of their work and/or Council priorities; these positions will be identified by each Program Director and approved the CEO/DCEO.
3. Participation in the program is optional – employees are not required to participate.
4. Employees participating in the compressed work schedule program will work either:
 - a. Eight days in a 10-day work period that coincides with the NEFRC's biweekly pay periods, provided that 4 days must be worked in each 5-day workweek period. Fridays will generally be their weekday off during each of their 5-day workweek periods, although an alternate day of the week may be approved based on Council needs. The

supervisor will determine which day of the 5-day workweek period the employee does not work. During each 5-day workweek of the pay period, employees will work 4 days/10 hours per day, or

- b. Nine days in a 10-day work period that coincides with the NEFRC's biweekly pay periods. Friday will generally be their weekday off during each of their 10-day pay periods, although an alternate day of the week may be approved based on Council needs. The supervisor will determine which day of the 10-day pay period the employee does not work. During each 10-day week of the pay period, employees will work 9 days/9 hours per day, provided that on the day immediately preceding the previously scheduled weekday off, the work day shall be 8 hours. NOTE: This option is not available to non-exempt employees.
5. Employees will have the flexibility, with supervisory approval, to select individual starting and ending times between 7:00 am and 7:00 pm. Core hours of operation during which all employees must work are 8:00 am – 5:00 pm.
6. When selecting a work schedule, an employee's starting time, ending time, and weekday off will stay constant from pay period to pay period.
7. Supervisors can require that an employee change schedules if needed.
8. Occasionally, employees may need to adjust their work schedules to meet Council needs. Adjustments may be needed for scheduled meetings, training and other work activities which do not fit the employee's compressed work schedule. Please understand that the Council's needs supersede the employee's ability to take their scheduled day off. In the event an employee works on their regularly scheduled day off, the supervisor may allow the employee to take another day off in compensation within the same pay period.
9. If an employee's compressed day off falls on an agency holiday, they may either (with prior supervisory approval):
 - a. Work a non-compressed schedule during the pay period in which the holiday occurs (i.e., 8 hours per day), or
 - b. Work a compressed schedule, but take another day off during the pay period in lieu of their normal day off.
10. Full day absences from work will result in the use of the number of hours of leave (sick or annual) for which the employee was scheduled to work.

11. Employees will be required to sign an agreement which states that they have read, understood, and agreed to the guidelines and stipulations for their compressed work schedule. In addition, the employee, the supervisor and the CEO/DCEO must sign the schedule selected by the employee, including start and ending times for the days worked, and the schedule shall become part of the employee's personnel file.
12. This is a pilot program that will run through December 31, 2008 and may be terminated at any time prior to that time if it is determined to be in the best interests of the Council.