AMENDMENT NO. 2 TO AGREEMENT NO. 22PLN27 BETWEEN

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND

ALACHUA COUNTY

This Amendment to Agreement No. 22PLN27 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Alachua County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Alachua County Critical Infrastructure and Land Use Climate Vulnerability Analysis (Project), effective February 24, 2023; and,

WHEREAS, the Grantee has requested a 3-month extension of the Agreement due to sufficient time to complete tasks in the Agreement as expected; and,

WHEREAS, the Department has requested an update to Attachment 2, Attachment 3, Attachment 6 and Exhibit H, following updates from the Office of the General Counsel and Resilient Florida Program; and

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

- 1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to September 30, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.
- 3. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
- 4. Attachment 6-A, Revised Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6-A shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.
- 5. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
- 6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ALACHUA COUNTY	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By:Authorized Representative or Designee	By: Secretary or Designee
Mary Alford, Board Chair Print Name and Title	Alex Reed, Director Print Name and Title
Date:	_ Date:

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

Specify Type	Letter/ Number	Description
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised grant Work Plan (4 pages)
Attachment	6-B	Second Revised Program Specific Requirements (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Second Revised Special Terms and Conditions AGREEMENT NO. 22PLN27

ATTACHMENT 2-B

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

1. Scope of Work.

The Project funded under this Agreement is Alachua County Critical Infrastructure and Land Use Climate Vulnerability Analysis. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. <u>Reimbursement Period.</u> The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the agreement.
- b. Extensions. There are extensions available for this Project.
- c. <u>Service Periods.</u> Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

Reimbursement	Match	Category
		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
		a. Fringe Benefits, N/A.
		b. Indirect Costs, N/A.
\boxtimes		Contractual (Subcontractors)
		Travel, in accordance with Section 112, F.S.
		Equipment
		Rental/Lease of Equipment
		Miscellaneous/Other Expenses
		Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

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

\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

e. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts with a common carrier firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract attestation in PUR 1808.	et immediately if Contractor is	s found to be in violation of the	ne law or the

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SECOND REVISED GRANT WORK PLAN AGREEMENT NO. 22PLN27

ATTACHMENT 3-B

PROJECT TITLE: Alachua County Critical Infrastructure and Land Use Climate Vulnerability Analysis

PROJECT LOCATION: The Project is located in Alachua County, Florida.

PROJECT DESCRIPTION:

The Alachua County Board of County Commissioners (Grantee) will complete the Alachua County Critical Infrastructure and Land Use Climate Vulnerability Analysis Project (Project) to conduct a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will identify current and future risks to critical infrastructure as a result of flooding and and climate change.

TASKS AND DELIVERABLES:

Task 1: Public Outreach Survey

Description: The Grantee will develop an online public outreach survey tool that Alachua County residents can access and complete. The survey will help develop an understanding of how County residents are impacted by climate change, including increased flooding and related impacts. Specific efforts will be made to represent historically marginalized populations, for example, the survey will be translated into Spanish. To the extent practicable, the Grantee will aim to receive enough valid survey responses (approximately 400) to provide at least a 95-percent confidence level that the data accurately reflects Alachua County for base-level data (no crosstabs).

Deliverables: The Grantee will provide the following:

- **1.1:** A report to include a summary and analysis of the results of the public outreach survey, including number of responses received; and
- 1.2: Weblink and PDF copy of the online survey tool.

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related climate data. GIS metadata will incorporate a layer for each of the four asset types that are present in the County as defined in subparagraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps in necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** Figures and text to be included in a Projected Impacts report to outline the data compiled and findings of the gap analysis;
- 2.2: A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- 2.3: GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee, or by the municipalities within Alachua County, as well as regionally significant assets that are classified and as defined in subparagraphs 380.093(2)(a)1-4, F.S.

Task 3: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by current and future rainfall-induced flooding. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- 3.1: a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- 3.2: GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers

Task 4: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **4.1:** a draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **4.2:** an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s; current, 2040 or 2070) impacts each asset

Task 5: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets

that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **5.2:** a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s; current, 2040, or 2070) impacts each asset.;
- 5.3: all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **5.4:** a signed VA Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior

to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Public Outreach Survey	Contractual Services	\$11,236.00	\$0.00	\$11,236.00	7/1/2021	6/30/2024
2	Acquire Background Data	Contractual Services	\$93,169.00	\$0.00	\$93,169.00	7/1/2021	6/30/2024
3	Exposure Analysis	Contractual Services	\$151,132.00	\$0.00	\$151,132.00	7/1/2021	6/30/2024
4	Sensitivity Analysis	Contractual Services	\$43,229.50	\$0.00	\$43,229.50	7/1/2021	6/30/2024
5	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$39,668.50	\$0.00	\$39,668.50	7/1/2021	6/30/2024
		Total:	\$338,435.00	\$0.00	\$338,435.00		

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SECOND REVISED PROGRAM-SPECIFIC REQUIREMENTS RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-B

- 1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, Florida Statutes (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
- 2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
- 3. <u>Attachment 3, Grant Work Plan, Performance Measures.</u> All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
- 4. <u>Copyright, Patent and Trademark.</u> The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
- 5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
- 6. <u>Funding Source.</u> With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

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

- 7. <u>Final Project Report</u>. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.
- 8. <u>Project Photos</u>. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
- Contractual Services. For all grant agreements that include Contractual Services as an expenditure category,
 the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting
 documentation for all contractors conducting work under the grant agreement, prior to requesting payment
 that includes contractual services.
- 10. <u>Vulnerability Assessments</u>. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
- 11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.
- 12. <u>State and Local Fiscal Recovery Funds</u>. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA GRANT PROGRAM REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1				
Required for all grant agreements that include Contractual Services as an expenditure category.				
DEP Agreement Number:				
Project Title:				
Grantee:				
Subcontractor:				
Note: Submit separate Exhibit H Certification for each additional subcontractor.				
Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:				
1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;				
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;				
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant				
agreement; 4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and				
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.				
By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.				
Grantee's Grant Manager Signature				
Print Name				

Date