

RESOLUTION NO. 2014- 67

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2014 GENERAL FUND TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZE ITS EXPENDITURE BY THE ENVIRONMENTAL DIVISION OF ST. JOHNS COUNTY.**

**RECITALS**

**WHEREAS**, St. Johns County Resolution 2010-302 authorized the County to apply for a grant through the Department of Interior's Cooperative Endangered Species Conservation Fund, which is administered by the Florida Fish and Wildlife Commission; and

**WHEREAS**, the County was awarded Grant F12AP00167 (E-37-HL) by the Florida Fish and Wildlife Commission in the amount of \$208,265.00 for the purpose of acquiring particular parcels of land for habitat conservation purposes; and

**WHEREAS**, the County operating budget is annually prepared prior to knowing grant monies which may be received by the General Fund; and

**WHEREAS**, St. Johns County Florida, when preparing for Fiscal Year 2014, did not anticipate receiving grant monies from the Florida Fish and Wildlife Conservation Commission; and

**WHEREAS**, the St. Johns County Environmental Division needs their recognition as current year revenues to enable the appropriation of these funds for their intended purposes;

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

**Section 2.** The General Fund revenue and the Environmental Division expenditure budget shall be adjusted to account for unanticipated funds in the amount of \$208,265.00 from the Florida Fish and Wildlife Conservation Commission.

**Section 3.** The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute any other paperwork necessary, and/or associated with the unanticipated funds for the Florida Fish and Wildlife Conservation Commission Grant.

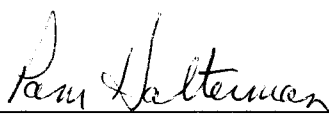
**Section 4.** To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of March, 2014.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
John H. Morris, Chair

**ATTEST: CHERYL STRICKLAND, CLERK**

By:   
Deputy Clerk



RENDITION DATE 3/18/14

**STATE OF FLORIDA  
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

*Res 2014-67*

**AGREEMENT**

<b>CFDA Title(s):</b> Cooperative Endangered Species Conservation Fund	<b>CFDA No(s):</b> 15-615
<b>Name of Federal Agency(s):</b> United States Fish and Wildlife Service	
<b>Federal Award No(s):</b> F12AP00167	<b>Federal Award Year(s):</b> 2013
<b>Federal Award Name(s):</b> Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse	
<b>CSFA Title(s):</b>	<b>CSFA No(s):</b>
<b>State Award No(s):</b> Conservation Award #	<b>State Award Year(s):</b> 2013
<b>State Award Name(s):</b>	

THIS AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, FEIN 59-6000825 whose address is 500 San Sebastian View, St. Augustine, FL 32084, hereinafter "GRANTEE", collectively, "PARTIES".

**WHEREAS**, the COMMISSION and THE UNITED STATES FISH AND WILDLIFE SERVICE (FWS) have partnered together to provide federal funding for SUMMER HAVEN AND PORPOISE POINT PARCELS, ST. JOHNS COUNTY MARINE TURTLES AND ANASTASIA ISLAND BEACH MOUSE.

**WHEREAS**, the COMMISSION and GRANTEE have partnered together to seek federal grant funds to acquire particular parcels of land for habitat conservation purposes;

**WHEREAS**, the COMMISSION submitted a grant application on behalf of GRANTEE to the FWS, Habitat Conservation Plan Land Acquisition Program;

**WHEREAS**, FWS has approved Grant F12AP00167 (E-37-HL) entitled "Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse," to the COMMISSION as a state partner on behalf of the GRANTEE, and, as a result of this Agreement, the GRANTEE has been determined to be a subrecipient of federal financial assistance from the FWS;

**WHEREAS**, the COMMISSION will dispense the awarded federal grant funds to partner GRANTEE for recovery land acquisition projects;

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare; and,

WHEREAS, the GRANTEE is responsible for complying with the appropriate federal guidelines in performance with this Agreement.

NOW THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The GRANTEE shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the COMMISSION prior to any payment. The COMMISSION will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
2. **PERFORMANCE.** The GRANTEE shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the GRANTEE. GRANTEE shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the GRANTEE shall provide evidence of such compliance to the Commission upon request. The GRANTEE shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible GRANTEE. GRANTEE shall immediately notify the COMMISSION's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event GRANTEE's ability to perform under this Agreement becomes compromised.
3. **AGREEMENT PERIOD.**
  - A. **Agreement Period and COMMISSION's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 11/30/2014. The GRANTEE shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement.
  - B. **Extension.** Any extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the GRANTEE.
4. **COMPENSATION AND PAYMENTS.**
  - A. **Compensation.** Following FWS approval of the required appraisals, and as consideration for acquiring the subject property under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$208,265.00 or seventy-four percent (74%) toward the total parcel acquisition project costs, whichever is less. GRANTEE is

responsible for funding the remaining twenty-six percent (26%) of the total project acquisition costs. The estimated project cost is \$284,289.00 and the estimated reimbursement is \$208,265.00. Payment shall be contingent upon receipt, review, and written approval by the COMMISSION's Agreement Manager of the appropriate invoice, accounting statements, and reports required by the Scope of Work.

- B. Payments.** The COMMISSION shall pay the GRANTEE for satisfactory performance of the tasks identified in the Scope of Work, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the COMMISSION's Agreement Manager, identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the COMMISSION no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Costs under this Agreement must be obligated and all work completed by the GRANTEE by the end of the Agreement period identified in paragraph three (3).
- i. The COMMISSION shall transmit funds to the GRANTEE upon submission by the GRANTEE, and acceptance by the COMMISSION Agreement Manager, of an invoice not to exceed \$208,265.00. This includes the required itemization of all expenditures, including the GRANTEE matching funds and supporting documentation as specified in the Scope of Work. The invoice shall include the FWC Agreement Number, GRANTEE's Federal Employer Identification (FEID) Number, dates covered by invoice, and the dollar amount of invoice. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. GRANTEE acknowledges that the COMMISSION's Project Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
  - ii. FWS will obligate ten percent (10%) of the federal share to finance the appraisal and review appraisal . As consideration for obtaining the appraisal and review appraisals required under this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount to not exceed \$21,002.00 toward the total estimated federal share of \$210,017.00. Payment shall be contingent upon receipt, review, and written approval, by the COMMISSION's Agreement Manager, of the appropriate invoice, including a copy of the invoice from the appraiser and a copy of the payment made to the appraiser.
- C. Invoices.** Each invoice shall include the COMMISSION Agreement Number and the GRANTEE's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. GRANTEE acknowledges that the COMMISSION's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Travel Expenses.** If authorized in the Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

- E. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The COMMISSION shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the COMMISSION or the State. The COMMISSION's Agreement Manager shall notify the GRANTEE in writing at the earliest possible time if funds are not appropriated or available.
- F. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a GRANTEE may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, GRANTEE warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- G. Professional Services – Truth-In-Negotiation Certificate.** If this Agreement is for professional services and contains a lump-sum or a cost-plus-a-fixed-fee form of compensation which exceeds the threshold of Category Four (\$195,000) as provided in Section 287.017, F.S., then:
- i. The GRANTEE must execute a Truth-in-Negotiations Certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of Agreement, pursuant to Section 287.055(5), F.S.
  - ii. The original Agreement price and any additions will be adjusted to exclude any significant sums by which the COMMISSION determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates. All such Agreement adjustments must be made within one (1) year following the end of this Agreement.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** GRANTEE agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**5. CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION's Agreement Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to Agreements for goods or services in excess of \$1 million); Attachment B, incorporated and made part of this Agreement.

**6. RETURN OR RECOUPMENT OF FUNDS.**

**A. Overpayments to GRANTEE.** GRANTEE shall return to the COMMISSION any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to GRANTEE by the COMMISSION. In the event that GRANTEE or its independent auditor discovers that overpayment has been made, GRANTEE shall repay said overpayment within forty (40) calendar days without prior notification from the COMMISSION. In the event that the COMMISSION first discovers an overpayment has been made, the COMMISSION will notify GRANTEE in writing. Should repayment not be made in a timely manner, the COMMISSION shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to The COMMISSION's Agreement Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

**B. Additional Costs or Monetary Loss Resulting from GRANTEE Non-Compliance.** If GRANTEE's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the COMMISSION or the State of Florida, the COMMISSION can recoup that cost or loss from monies owed to GRANTEE under this Agreement or any other Agreement between GRANTEE and the COMMISSION. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between GRANTEE and the COMMISSION, GRANTEE will repay such cost or loss in full to the COMMISSION within thirty (30) days of the date of notice of the amount owed, unless the COMMISSION agrees, in writing, to an alternative timeframe. If the GRANTEE is unable to repay any cost or loss to the COMMISSION, the COMMISSION shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

**7. TAXES.** The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

**8. MONITORING.** The COMMISSION's Agreement Manager shall actively monitor GRANTEE's performance and compliance with the terms of this Agreement. The COMMISSION reserves the right for any COMMISSION staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Scope of Work, Attachment A. The COMMISSION shall actively monitor the GRANTEE's performance and compliance with the terms of this Agreement. In the event GRANTEE fails to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits, including any federal or state statutes, rules

or regulations applicable to this Agreement, GRANTEE may be considered in default. Rule 60A-1006(3), F.A.C., governs the procedure and consequences for default.

**9. TERMINATION.**

- A. COMMISSION Unilateral Termination.** The COMMISSION may unilaterally terminate this Agreement for convenience by providing the GRANTEE with thirty (30) calendar days of written notice of its intent to terminate. GRANTEE shall not be entitled to recover any cancellation charges or lost profits.
- B. Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct on the part of the GRANTEE. In the event of such termination, the COMMISSION shall provide GRANTEE with written notice of termination.
- C. Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the COMMISSION may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to GRANTEE. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The COMMISSION shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination.
- D. Termination – Other.** The COMMISSION may terminate this Agreement if the GRANTEE fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the COMMISSION in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The GRANTEE shall not be entitled to recover any cancellation charges or lost profits.
- E. GRANTEE Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

**10. REMEDIES.**

- A. Financial Consequences.** In accordance with Section 287.058(1)(h), F.S., the Scope of Work, contains clearly defined deliverables. If GRANTEE fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from GRANTEE’s payment. The COMMISSION shall apply any additional financial consequences identified in the Scope of Work.
- B. Cumulative Remedies.** The rights and remedies of the COMMISSION in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.



C. **Nonperformance.** In the event of nonperformance under this Agreement, the GRANTEE shall be ineligible to be considered for funding for the FWS Cooperative Endangered Species Conservation Fund – HCP Land Acquisition or Planning Assistance Grants for two (2) consecutive funding cycles. The COMMISSION shall notify the GRANTEE of ineligibility within thirty (30) days of the Agreement end date.

11. **NOTICES AND CORRESPONDENCE.** Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Agreement Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Agreement Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**

**Thomas E. Ostertag**  
FWC  
Division of Habitat and Species Conservation  
Species Conservation Planning Section  
620 S. Meridian Street  
Tallahassee, Florida 32399-1600  
850-921-1033

**FOR THE GRANTEE:**

**Board of County Commissioners (BCC)**  
**St. Johns County**  
500 San Sebastian View  
St. Augustine, FL 32084  
P: (904) 209-0300  
F: (904) 209-0310

12. **AMENDMENT.**

- A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both parties. Any modification that causes an increase or decrease in the GRANTEE's cost, term of the Agreement, or parcels acquired shall require a formal amendment.
- B. **Change Orders.** The COMMISSION may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the GRANTEE's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.
- C. **Renegotiation upon Change in Law or Regulations.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. **INTELLECTUAL PROPERTY RIGHTS.**

- A. **GRANTEE's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the GRANTEE's preexisting property will remain with the GRANTEE. GRANTEE shall indemnify and hold harmless

the COMMISSION and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by GRANTEE.

- B. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the GRANTEE under this Agreement for the COMMISSION shall be handled in the manner specified by applicable state statute.
  
- C. COMMISSION Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the COMMISSION and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the COMMISSION to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

**14. RELATIONSHIP OF THE PARTIES.**

- A. Independent GRANTEE.** The GRANTEE shall perform as an independent GRANTEE and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.
  
- B. GRANTEE Training and Qualifications.** GRANTEE agrees that all GRANTEE employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, GRANTEE shall furnish a copy of technical certification or other proof of qualification.
  
- C. COMMISSION Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the COMMISSION. The COMMISSION may conduct, and the GRANTEE shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the GRANTEE. The COMMISSION may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the COMMISSION's security or other requirements. Such refusal shall not relieve GRANTEE of its obligation to perform all work in compliance with the Agreement. The COMMISSION may reject and bar from any facility for cause any of GRANTEE's employees, subcontractors, or agents.
  
- D. COMMISSION Rights to Assign or Transfer.** The GRANTEE agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the GRANTEE.
  
- E. COMMISSION Rights to Undertake and Award Supplemental Agreements.** GRANTEE agrees that the COMMISSION may undertake or award supplemental agreements for work related to the Agreement. The GRANTEE and its subcontractors shall cooperate with such other GRANTEES and the COMMISSION in all such cases.

15. SUBCONTRACTS.

- A. **Authority.** GRANTEE IS PERMITTED TO SUBCONTRACT WORK UNDER THIS AGREEMENT. If GRANTEE is authorized to subcontract, GRANTEE shall ensure, and provide assurances to the COMMISSION upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The GRANTEE must provide the COMMISSION with the names of any subcontractor considered for work under this Agreement; the COMMISSION reserves the right to reject any subcontractor. The GRANTEE agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the COMMISSION upon request. The GRANTEE further agrees that the COMMISSION shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The GRANTEE, at its expense, will defend the GRANTEE against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.
- B. **GRANTEE Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the GRANTEE agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the GRANTEE in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the GRANTEE and subcontractor. GRANTEE's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the GRANTEE and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
- C. **COMMISSION Right to Reject Subcontractor Employees.** The COMMISSION shall retain the right to reject any of the GRANTEE's or subcontractor's employees whose qualifications or performance, in the COMMISSION's judgment, are insufficient.
- D. **Subcontractor as Independent Agreementor.** The GRANTEE agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent Agreementor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

- A. **Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. GRANTEES shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. GRANTEE s shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the GRANTEE or its affiliates.
- B. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the GRANTEE has a continuing duty to promptly disclose to the COMMISSION's Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the GRANTEE's ability to perform under this agreement. If the existence of such Proceeding causes

the COMMISSION concern that the GRANTEE's ability or willingness to perform the Agreement is jeopardized, the GRANTEE may be required to provide the COMMISSION with reasonable assurances to demonstrate that: a.) the GRANTEE will be able to perform the Agreement in accordance with its terms and conditions; and, b.) GRANTEE and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the COMMISSION which is similar in nature to the conduct alleged in such Proceeding.

**17. INSURANCE.**

- A. Reasonably Associated Insurance.** During the term of the Agreement, the GRANTEE, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the GRANTEE, and failure to maintain such coverage may void the Agreement. 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 write policies in Florida.
  
- B. Workers Compensation.** To the extent required by Chapter 440, F.S., the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the GRANTEE, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.
  
- C. General Liability Insurance.** By execution of this Agreement, unless the GRANTEE is a state agency or subdivision as defined by Subsection 768.28(2), F.S., or unless otherwise provided for in the Scope of Work, the GRANTEE shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.
  
- D. Insurance Required for Performance.** During the Agreement term, the GRANTEE shall maintain any other types and forms of insurance required for the performance of this Agreement as required in the Scope of Work.
  
- E. Written Verification of Insurance.** Upon execution of this Agreement, the GRANTEE shall provide the COMMISSION written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the GRANTEE shall furnish the COMMISSION's Agreement Manager proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled

by the insurer for any reason, the GRANTEE shall immediately notify the COMMISSION's Agreement Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

- F. **COMMISSION Not Responsible for Insurance Deductible.** The COMMISSION shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the GRANTEE providing such insurance.

**18. PUBLIC ENTITY CRIMES.**

- A. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a GRANTEE, supplier, subcontractor or consultant under a Agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- B. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the COMMISSION within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. **Certifications and Assurances.** Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION's Agreement Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

**19. VENDORS ON SCRUTINIZED COMPANIES LIST**

- A. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, if this Agreement is for goods or services in the amount of \$1 million or more, in executing this Agreement, GRANTEE certifies, that it is not listed on: the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S. and is not engaged in business operations in Cuba or Syria.
- B. **Certifications and Assurances – Scrutinized Companies List.** If this Agreement is for goods or services in the amount of \$1 million or more, upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION's Agreement Manager a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding the Scrutinized Companies List.
- C. **False Scrutinized Lists Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the COMMISSION may immediately terminate this Agreement for cause if GRANTEE is found to have submitted a false certification or if, during the term of the Agreement, GRANTEE is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- D. **False Certifications – Termination Notice and Penalties.** If the COMMISSION determines that GRANTEE has submitted a false certification, the COMMISSION will provide written notice to

GRANTEE. Unless GRANTEE demonstrates in writing, within ninety (90) days of receipt of the notice, that the COMMISSION's determination of false certification was made in error, the COMMISSION shall bring a civil action against GRANTEE. If the COMMISSION's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on GRANTEE, and GRANTEE will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of the COMMISSION's determination of false certification by the GRANTEE.

**E. Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the Agreement prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

**20. SPONSORSHIP.** As required by Section 286.25, F.S., if GRANTEE is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (GRANTEE's name) and the State of Florida, Fish and Wildlife Conservation COMMISSION." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the GRANTEE's organization.

**21. PUBLIC RECORDS.**

**A.** This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

**B.** Pursuant to Section 119.0701, FS, the GRANTEE shall comply with the following:

- i.** Keep and maintain public records that ordinarily and necessarily would be required by the COMMISSION in order to perform the service.
- ii.** Provide the public with access to public records on the same terms and conditions that the COMMISSION would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv.** Meet all requirements for retaining public records and transfer, at no cost, to the COMMISSION all public records in possession of the GRANTEE upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the COMMISSION.

**22. SECURITY AND CONFIDENTIALITY.** The GRANTEE shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in the Scope of Work. The GRANTEE shall not divulge to third parties any confidential information obtained by the GRANTEE or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the GRANTEE shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

**23. RECORD KEEPING REQUIREMENTS.**

- C. **GRANTEE Responsibilities.** The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- D. **State Access to GRANTEE Books, Documents, Papers, and Records.** The GRANTEE shall allow the COMMISSION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of GRANTEE's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- E. **GRANTEE Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. GRANTEE shall cooperate with the COMMISSION to facilitate the duplication and transfer of such records upon the COMMISSION's request.
- F. **GRANTEE Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, GRANTEE shall include the aforementioned audit and record keeping requirements in all subcontract agreements.
- G. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. GRANTEE agrees to provide the information necessary, over the life of this Agreement, for the COMMISSION to comply with this requirement.

24. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.** Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the GRANTEE has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the GRANTEE may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the GRANTEE shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

25. **NONEXPENDABLE PROPERTY**

- A. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "nonexpendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public,

with a value or cost of \$25 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250 or more).

- B. Title to Nonexpendable Property.** Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in the COMMISSION and said property shall be transferred to the COMMISSION upon completion or termination of the Agreement unless otherwise authorized in writing by the COMMISSION or unless otherwise specifically provided for in the Scope of Work.

**26. FEDERAL FUNDS.** If this Agreement relies on federal funds, the following terms and conditions apply:

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the GRANTEE is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. This Agreement is funded in whole by a grant from U.S. Fish and Wildlife Service, Habitat Conservation Land Acquisition Program, F12AP00167 (E-37-HL).** As required by the terms of the FWS grant award letter, Attachment D, the land must be acquired and managed for the purposes identified in the Grant Award. In the event that the terms and conditions set forth in this Grant Award are not fully complied with, the property acquired with Federal Assistance Funds from the FWS, and the property used as a match for the grant award dollars will be subject to transfer, replacement or repayment to the United States in accordance with 50 CFR 80.14
- C. Compliance with Federal Laws, Rules and Regulations.** As applicable, GRANTEE shall comply with all federal laws, rules, and regulations, including but not limited to:
- Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
  - The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
  - The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
  - Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction Agreements awarded by GRANTEES and subcontractors in excess of \$2000, and in excess of \$2500 for other Agreements which involve the employment of mechanics or laborers)
  - All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
  - Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- D. Compliance with Office of Management and Budget Circulars.** As applicable, GRANTEE shall comply with the following Office of Management and Budget Circulars:
- A-21 (2 CFR 220), Cost principles for Educational Institutions
  - A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
  - A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations



- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

**27. DEBARMENT AND SUSPENSION.**

- A. GRANTEE Federal Certification.** In accordance with federal Executive Order 12549, Debarment and Suspension, GRANTEE shall agree and certify 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; and, that the GRANTEE shall not knowingly enter into any lower tier Agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- B. GRANTEE COMMISSION Certification.** Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION's Agreement Manager a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**28. PROHIBITION AGAINST LOBBYING**

- A. GRANTEE Certification – Payments to Influence.** The GRANTEE certifies that no federally appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal Agreement, grant, or cooperative Agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the GRANTEE shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The GRANTEE shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- B. GRANTEE – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the GRANTEE agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- C. Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the COMMISSION's Inspector General, or other authorized State official, GRANTEE shall provide any type of information the Inspector General deems relevant to the GRANTEE's integrity or responsibility.
- D. GRANTEE Completion of Certifications and Assurances.** Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION's Agreement Manager a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

**29. AGREEMENT-RELATED PROCUREMENT.**

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this Agreement the person, firm or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this Agreement, the person, firm or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** GRANTEE agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

**30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY.** If this Agreement is for the purchase or improvement of real property, the GRANTEE shall comply with Section 287.05805, F.S. This section requires the GRANTEE to grant a security interest in the property to the State of Florida, the type and details of which are provided for in the Scope of Work.

**31. PROFESSIONAL SERVICES.**

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape

architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**B. Termination for Breach.** For the breach or violation of this provision, the COMMISSION shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**32. INDEMNIFICATION.** If GRANTEE is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If GRANTEE is not a state agency or subdivision as defined above, GRANTEE shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the COMMISSION, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by GRANTEE, its agents, employees, partners, or subcontractors, provided, however, that GRANTEE shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the COMMISSION.

**33. NON-DISCRIMINATION.**

**A. Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

**B. Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a Agreement to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a Agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a GRANTEE, supplier, subcontractor, or consultant under a Agreement with any public entity; and may not transact business with any public entity. GRANTEE has a continuing duty to disclose to the COMMISSION whether they appear on the discriminatory vendor list.

**34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law,

such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.
36. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the GRANTEE of *quantum meruit*.
37. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the COMMISSION shall consider the employment by the GRANTEE of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the GRANTEE knowingly employs unauthorized aliens.
38. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**
  - A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires COMMISSION Agreements in excess of nominal value to expressly require the GRANTEE to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by GRANTEE during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
  - B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal GRANTEES, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - C. **Enrollment in E-Verify.** If GRANTEE does not have an E-Verify MOU in effect, the GRANTEE must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
  - D. **E-Verify Recordkeeping.** The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

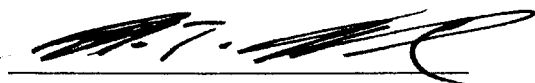
**E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the COMMISSION may treat a failure to comply as a material breach of the Agreement.

- 39. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay GRANTEE believes is excusable under this paragraph, GRANTEE shall notify the COMMISSION's Agreement Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if GRANTEE could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date GRANTEE first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The COMMISSION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify GRANTEE of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the COMMISSION. GRANTEE shall not be entitled to an increase in the Agreement price or payment of any kind from the COMMISSION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, GRANTEE shall perform at no increased cost, unless the COMMISSION determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the COMMISSION or the State, in which case, the COMMISSION may do any or all of the following: (1) accept allocated performance or deliveries from GRANTEE, provided that GRANTEE grants preferential treatment to the COMMISSION with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by GRANTEE for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.
- 40. TIME IS OF THE ESSENCE.** Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for GRANTEE's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work.
- 41. ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the GRANTEE's response to the solicitation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ST. JOHNS COUNTY BCC

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION



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Name: Michael D. Weirich

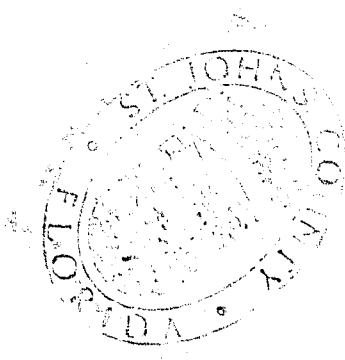
Name: Nick Wiley

Title: County Administrator

Title: Executive Director

Date: 3/18/14

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



Approved as to form and legality by FWC Attorney:



Name: MICHAEL CAIN

Date: 1/29/14

Attachments and Exhibits in this Agreement include the following:

- |            |   |   |
|------------|---|---|
| Attachment | A | Scope of Work   |
| Attachment | B | Certifications and Assurances                             |
| Attachment | C | Requirements of the Federal and Florida Single Audit Acts |
| Attachment | D | Federal Grant Award                                       |
| Attachment | E | Site Dedication   |
| Attachment | F | Grant proposal  |
| Attachment | G | Cost Reimbursement Requirements                           |
| Attachment | H | Invoice and Match Requirements                            |

ATTACHMENT A

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse	<b>FWC Contract No.</b>	13069
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### 1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

#### A. DESCRIPTION OF GOOD/SERVICES

The purpose of this contract is to assist St. Johns County in acquiring two parcels of land that contain prime sea turtle, beach mouse, and shorebird habitat. The County will subcontract a state licensed appraiser to assess the value of the property. The County will then subcontract another state licensed appraiser to review the first appraisals. Once those appraisals are complete, the County will submit the appraisals to FWC, who will submit them to the USFWS for approval. Upon approval of the appraisals by the USFWS, the County will purchase the property. FWC will then reimburse the County, using federal grant funds (USFWS grant F12AP00167). This project is in line with FWC's mission of protecting wildlife and their habitat. The purchase of these properties will also benefit the people of Florida and its visitors by placing a portion of beach in public ownership and ensuring that recreational use, as well as wildlife viewing, are available.

#### B. BACKGROUND

FWC has partnered with St. Johns County and the USFWS to acquire land that contains habitat for sea turtles, beach mice, and shorebirds. The USFWS has awarded a grant to FWC to fund approximately seventy-four percent (74%) of this acquisition. The County will provide the remaining twenty-six percent (26%) of the total project costs. Each invoice shall include in-kind match documentation of at least 26% of the requested reimbursement amount. Invoice instructions and acceptable forms of in-kind match and corresponding documentation is provided in Attachment H of this Contract. This is a cost-reimbursement contract.

#### C. SUPPORT OF COMMISSION MISSION

This project is in line with FWC's mission of protecting wildlife and their habitat. The purchase of these properties will also benefit the people of Florida and its visitors by placing a portion of beach in public ownership and ensuring that recreational use, as well as wildlife viewing, are available.

#### D. DEFINITIONS

This section is not applicable.

### 2. DELIVERABLES

#### A. Deliverable #1

##### i. Specific Project Deliverables & Associated Tasks

St. Johns County will provide FWC with an appraisal and appraisal review for the properties identified in the Contract.

##### ii. Minimum Level of Performance

St. Johns County will hire a state licensed appraiser to assess the value of the properties to be acquired through this Contract. The County will hire another state licensed appraiser to review the original appraisals.

##### iii. Documentation / Criteria Used as Evidence of Performance

Copies of the appraisal report and the appraisal review will be acceptable documentation of the work performed.



## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse	<b>FWC Contract No.</b>	13069
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### iv. **Timeline for Completion**

St. Johns County will provide FWC with copies of the appraisal report and the appraisal review within 90 days of the Contract execution date.

## **B. Deliverable #2**

### **i. Specific Project Deliverables & Associated Tasks**

St. Johns County will purchase the parcels identified in Attachment F, and will provide FWC with copies of the recorded deeds, title insurance policies, and a registered land surveys. The following language must be inserted on the recorded deed:

*“This property was acquired (in part) with funds from the U.S. Department of Interior, Fish and Wildlife Service, pursuant to the Cooperative Endangered Species Conservation Fund, Habitat Conservation Planning Land Acquisition Program (Grant F12AP00167), and will be managed for the purpose of this grant, in accordance with applicable federal and State law. Property may not be disposed of in any manner, or used for purposes inconsistent with the Program for which it was acquired, without the prior approval of the Regional Director – Southeast Region, U.S. Fish and Wildlife Service.”*

### **ii. Minimum Level of Performance**

At a minimum, the County should provide FWC with copies of the recorded deeds, title insurance policies, and registered land surveys.

### **iii. Documentation / Criteria Used as Evidence of Performance**

Copies of the recorded deeds with restrictions recorded, title insurance policies, registered land surveys, documentation of the closing costs and acquisition costs, and final surveys of acquired parcels will be acceptable documentation of work performed.

### **iv. Timeline for Completion**

St. Johns County will purchase the properties indicated in the Contract and provide FWC with the deliverables identified above no later than 11/30/2014.

## **3. FINANCIAL CONSEQUENCES**

If St. Johns County fails to produce each deliverable within the time frames indicated above, FWC will withhold 10% of the budget allocated for that deliverable.

## **4. PERFORMANCE**

See Contract for applicable terms and conditions related to performance.

## **5. COMPENSATION AND PAYMENT**

### **A. FEE SCHEDULE**

This section is not applicable.

### **B. INVOICE SCHEDULE**

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse	<b>FWC Contract No.</b>	13069
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Invoices will be due on a quarterly basis, beginning 90 days after the contract execution date. A final invoice will be due no later than 30 days after the expiration of the contract.

**C. TRAVEL EXPENSES**

This section is not applicable.

**D. FORMS AND DOCUMENTATION**

Requirements for cost reimbursement contract payments are outlined and attached hereto as Attachment G.

**6. MONITORING SCHEDULE**

No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

**7. INTELLECTUAL PROPERTY RIGHTS**

See Contract for applicable terms and conditions related to the intellectual property rights.

**8. SUBCONTRACTS**

See Contract for applicable terms and conditions related to subcontracts.

**9. INSURANCE**

See Contract for applicable terms and conditions related to insurance.

**10. SECURITY AND CONFIDENTIALITY**

See Contract for applicable terms and conditions related to security and confidentiality.

**11. RECORD KEEPING REQUIREMENTS**

See Contract for applicable terms and conditions related to record keeping requirements.

**12. NON-EXPENDABLE PROPERTY**

See Contract for applicable terms and conditions related to non-expendable property.

**13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

- A.** The GRANTEE agrees to dedicate the Project site as a public conservation area for the use and benefit of the public in perpetuity. Such dedication must occur before any grant funds are reimbursed. A Site Dedication Form is included as Attachment E as an example for form and content. Land under control other than by ownership by the GRANTEE (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the GRANTEE as a conservation area in perpetuity. Title to all improvements shall be retained by the GRANTEE upon final payment by the COMMISSION.
- B.** Disposition of property must be approved by the U.S. Fish and Wildlife Service Southeast Regional Director. Should the GRANTEE convert all or any part of the Project to other than COMMISSION approved uses within the term of the Agreement, the GRANTEE shall replace the area, facilities, resource or site at its own expense with a project acceptable to the

**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse	<b>FWC Contract No.</b>	13069
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COMMISSION of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like project acceptable to the COMMISSION, the GRANTEE agrees to return to the COMMISSION all funds tendered for the original Project.

- C. Site dedication survives any contract termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The COMMISSION shall waive the site dedication requirement if no program funds were dispersed.

**14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS**

This section is not applicable and intentionally left blank.

- A. DRUG-FREE WORKPLACE**
- B. CONTRACTOR ELIGIBILITY**
- C. PAYMENT BOND**
- D. PERFORMANCE BOND**
- E. CERTIFICATE OF CONTRACT COMPLETION**
- F. CERTIFICATE OF PARTIAL PAYMENT**

ATTACHMENT B

**Attachment B  
CERTIFICATIONS AND ASSURANCES**

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
  - B. Certification Regarding Lobbying (31 U.S.C. 1352)**
  - C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
  - D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
  - E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Grantee 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 three-year period preceding this Agreement 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 a 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 government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

- B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.

**C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
(If Grantee is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:

- a. Abide by the terms of the statement.
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
  6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
    - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.**

If this Grant is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

---

(Signature and Title of Authorized Representative)

---

Grantee

Date

---

(Street)

---

(City, State, ZIP Code)



ATTACHMENT C

**Attachment C**  
**AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

- A. This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
- B. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

- E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- F. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than Federal entities).
- G. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## **PART II: STATE FUNDED**

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, 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.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C. If the Contractor 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, F.S., is not required. In the event that the Contractor 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, F.S., 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 Contractor's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

## **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this

Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

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

**B.** Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

**C.** Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**

- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

*- End of Attachment C -*

**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

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

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
15.615	Cooperative Endangered Species Conservation Fund	\$208,265
	Total Federal Awards	\$208,265

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

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>
15.615	Grantee is required to meet grant requirements state in Federal Grant FL-E-F12AP00167-L-HCP, 43 CFR 12 and OMB Circular A-133. Grantee is required to provide match of at least 26% of the total project acquisition costs.

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
	Total Federal Awards	

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

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements

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

*- End of EXHIBIT 1 -*

ATTACHMENT D





# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

1875 Century Boulevard  
Atlanta, Georgia 30345

DEC 6 2013

IN REPLY REFER TO  
FWS/R4/WSFR

Mr. Nick Wiley, Executive Director  
Florida Fish and Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

Dear Mr. Wiley:

Amendment No. 1 to the Grant Award FL-E-F12AP00167-L-HCP "Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse," has been approved effective October 24, 2013. As requested we extended the Grant Award period of performance to end on December 31, 2014.

A copy of the Grant Award document has been e-mailed to your grant coordinator. The Special Conditions attached to the original Grant Award remain in effect, including the following revision:

In accordance with our reporting guidelines, an **Annual Interim Performance Report** and **Annual Interim Financial Status Report (SF-425)** will be due no later than March 31, 2014. A **Final Performance Report** and **Final Financial Status Report (SF-425)** will be due no later than March 29, 2015.

### **Terms of Acceptance:**

Per [http://www.doi.gov/pam/programs/financial\\_assistance/TermsandConditions.cfm](http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm), acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following: Program legislation/regulation, Assurances, Special Conditions and Code of Federal Regulations and other Regulatory Requirements, as applicable. Grantees are also required to comply with the requirements for safeguarding the integrity of scientific and scholarly activities as listed in the recently published Department Manual Chapter 305 DM 3.

Please contact me at (404) 679-4154, or Ms. Diana Swan at (404) 679-7058, if you have any questions.

Sincerely yours,

Michael L. Piccirilli  
Chief – Wildlife and Sport Fish Restoration



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

1875 Century Boulevard

Atlanta, Georgia 30345

June 27, 2013

IN REPLY REFER TO  
FWS/R4/WSFR

Mr. Nick Wiley, Executive Director  
Florida Fish and Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

Dear Mr. Wiley: *NICK*

The Grant Award for F12AP00167 (FL-E-37-HL-1) "Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse" was originally approved effective January 1, 2013 with a Period of Performance from January 1, 2013 to December 31, 2013. The Grant Award was approved in the amount of \$256,279.95 of which the Federal Share was \$183,868.13. However, your coordinator brought to our attention that the documents submitted to our consideration were outdated and therefore did not include the full Federal Share approved by our Director. This letter is to notify you that the approved Federal Share for the Grant Award is \$210,017.

To date, only **\$21,001.74** of the Federal Share has been obligated, with the understanding that the balance of **\$189,015.26** is contingent upon our receipt and approval of an appraisal and review appraisal report by State licensed appraisers. When these documents have been completed, you must attach these documents to a request for amendment of the Grant Award to obligate the remaining funds (**\$189,015.26**) and complete the land purchase.

A copy of this letter has been e-mailed to your grant coordinator. All other conditions of the Grant Award remain the same.

**Terms of Acceptance:** Per [http://www.doi.gov/pam/programs/financial\\_assistance/TermsandConditions.cfm](http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm), acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following: Program legislation/regulation, Assurances, Special Conditions and Code of Federal Regulations and other Regulatory Requirements, as applicable.

Please contact me at (404) 679-4154 or Mr. Fernando Núñez-García at (404) 679-7357, if you have any 868.13 questions.

Sincerely yours,

Michael L. Piccirilli  
Chief – Wildlife and Sport Fish Restoration



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

1875 Century Boulevard

Atlanta, Georgia 30345

July 19, 2012

EXEMPT FROM  
FWS/R4/WSTR

Mr. Nick Wiley, Executive Director  
Florida Fish and Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

Dear Mr. Wiley:

The Grant Award for F12AP00167 (FL-E-37-III-1) "Summer Haven and Porpoise Point Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse" has been approved effective January 1, 2013. The original signed copies of the approved documents have been forwarded to your grant coordinator. The Grant Award is approved for the period from January 1, 2013 to December 31, 2013 in the amount of \$256,279.95 of which the Federal Share is \$183,868.13.


Please note that only \$21,001.74 of the Federal Share has been obligated, with the understanding that the balance of \$162,866.39 is contingent upon our receipt and approval of an appraisal and review appraisal report by State licensed appraisers. When these documents have been completed, you must attach these documents to an amendment of the Grant Award requesting the remaining funds (\$162,866.39) to complete the land purchase.

Copies of the approved document and "Special Conditions" have been e-mailed to your grant coordinator.

**Terms of Acceptance:** Per <http://www.doi.gov/archive/pam/TermsandConditions.html>, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following: Program legislation/regulation, Assurances, Special Conditions and Code of Federal Regulations and other Regulatory Requirements, as applicable.

Please contact me at (404) 679-4154 or Mr. Fernando Núñez-García at (404) 679-7357, if you have any questions.

Sincerely yours,

  
Michael L. Piccirilli  
Chief - Wildlife and Sport Fish Restoration

**STATE GRANT AWARD: F12AP00167 (FL-E-37-HL-1)**

**TITLE:** Summer Haven and Porpoise Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse

**SPECIAL CONDITIONS TO THE GRANT AWARD**

**Approval Level:**

- Please note substantiality (50 CFR Part 80.13), is determined at the Grant Award Level. Fiscal accountability is assessed to be at the Grant Award Level. Your agency should track costs accordingly and report them as part of the performance report and final financial report.

**Performance/Financial Report Requirements:**

- Final Performance and Final Financial Status Reports will be due no later than **March 30, 2013**
- This grant award contains Stewardship Investments. On Financial Status Reports (SF-425), the grantee must report the federally funded portion of the full cost of acquisition or construction of non-Federal physical property in item 12 *Remarks* on (a) **Final Financial Status Reports** regardless of the amount of the Federal share. Full cost must include direct and indirect costs and the cost of supporting services. Grantee must report costs by CFDA Number and classify them as:
  - (1) dams and other water structures,
  - (2) land (including easements),
  - (3) roads and bridges;
  - (4) schools and public buildings; or
  - (5) not classified.

**Ratio State/Federal Share:**

- FEDERAL SHARE NOT TO EXCEED 75 PERCENT:** Grant is eligible for reimbursement of amount obligated, not to exceed 75 percent of total expenditures.

**Land Acquisition Requirements:**

- The following language inserted on the recorded deed:  
*"This property was acquired (in part) with funds provided by the U. S. Department of Interior, Fish and Wildlife Service, pursuant to the Cooperative Endangered Species Conservation Fund, Habitat Conservation Planning Land Acquisition Program (Grant F12AP00167), and will be managed for the purpose of this grant, in accordance with applicable federal and State law. Property may not be disposed of in any manner, or used for purposes inconsistent with the Program for which it was acquired, without the prior approval of the Regional Director - Southeast Region, U. S. Fish and Wildlife Service."*

**STATE GRANT AWARD: F12AP00167 (FL-E-37-HL-1)**

**TITLE:** Summer Haven and Porpoise Parcels, St. Johns County Marine Turtles and Anastasia Island Beach Mouse

- The land must be acquired and managed for the purposes identified in the Grant Award. In the event that the terms and conditions set forth in this Grant Award are not fully complied with, the property acquired with Federal Assistance Funds from the FWS, and the property used as a match for the Grant Award dollars will be subject to transfer, replacement or repayment to the United States in accordance with 43 CFR 12.71 or 50 CFR 80.14. (50CFR 80.14 applies to Sport fish and Wildlife Restoration Programs)
  
- For Land Acquisition, include in the final performance report a copy of the following documents: a recorded deed, title insurance policy or State's final title opinion, and a copy of a registered land survey, if any.

ATTACHMENT E

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been acquired with financial assistance provided by the United States Fish and Wildlife Service, through the Florida Legislature via the Fish and Wildlife Conservation Commission. In accordance with Chapter 68-1.003, F.A.C., and the requirements of U.S. Fish and Wildlife Service Grant F12AP00167, the Property is hereby dedicated to the public as a public conservation area, in perpetuity, for the use and benefit of the general public and the conservation of the wildlife that inhabit or utilize the area.

DEDICATOR

\_\_\_\_\_  
Original signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

\_\_\_\_\_  
Notary Public, State of Florida

ATTACHMENT F



**Endangered Species Program  
Fiscal Year 2011 Cooperative Endangered Species Conservation Fund  
(Section 6 of the Endangered Species Act) Grant Program**

**Nontraditional Program: Habitat Conservation Plan Land Acquisition Grant**

**Name: Summer Haven and Porpoise Point Parcels, St. Johns County  
Marine Turtles and Anastasia Island Beach Mouse**

The St. Johns County Board of County Commissioners has an approved Habitat Conservation Plan (HCP) which addresses impacts to five (5) state and federally listed marine turtles: Loggerhead Sea Turtle (*Caretta caretta*), Green Sea Turtle (*Chelonia mydas*), Leatherback Sea Turtle (*Dermochelys coriacea*), Hawksbill Sea Turtle (*Eretmochelys imbricata*), Kemp's Ridley Sea Turtle (*Lepidochelys kempii*) and the Anastasia Island Beach Mouse (*Peromyscus polionotus phasma*). On August 6, 2006, the U.S. Fish and Wildlife Service (USFWS) issued a 20 year Incidental Take Permit (ITP) (TE091980-0) to St. Johns County, Florida to allow continued public access and beach driving in a manner that sustains traditional and lawful practices already in place. Issuance of the permit was conditioned upon the County's adherence to a variety of measures to minimize and mitigate the potential for take of federally protected marine turtles and the Anastasia Island Beach Mouse (AIBM). The HCP plan area begins at the Duval/St. Johns County line extending south to the Flagler/St. Johns County line, excluding the coastal property managed by the National Park Service, Fort Matanzas National Monument.

The grant will aid in the acquisition of 2,900 linear feet of coastal dune habitat in the Summer Haven and Porpoise Point areas of St. Johns County, thus reducing the conflict between the conservation of listed species and land uses on these oceanfront parcels. The Summer Haven stretch of beach was platted for residential lots in 1909 from an 1886 survey. This section of beach is critical nesting habitat for loggerhead, green and leatherback marine turtles and is documented as the highest density nesting beach in St. Johns County. The Porpoise Point area was platted in 1927 and accounts for ~1,400' of ocean frontage, wrapping around the St. Augustine Inlet. The Porpoise Point area has the second largest nesting colony of Least Terns (*Sterna antillarum*) and Wilson's Plovers (*Charadrius wilsonia*) in St. Johns County and occasionally has a marine turtle nest deposited near the dune system. Both of these areas encompass the imperiled coastal dune habitat. The acquisition of this habitat in our Habitat Conservation Plan area is an important and effective mechanism to promote the recovery of threatened and endangered species.

Detailed Budget:

Total Project Costs:	\$284,289.29
Land Values for parcels	\$195,265.00

Appraisals	\$ 13,000.00
Habitat Assessment/Management*	\$ 31,726.00
PR/Environmental Education*	\$ 2,231.28
Survey*	\$ 7,964.46
Real Estate Negotiations*	\$ 29,896.58
Legal Review*	\$ 984.90
Conservation Easement Development*	\$ <u>1,468.67</u>
 Subtotal	 \$282,536.89
 FWCC indirect (12.48%)	 \$ 1,622.40
FWCC direct (1%)	\$ <u>130.00</u>
 Total Project Cost	 \$284,289.29
 Local Match* (in-kind hours)	 \$ 74,271.89
26.1 % match- see spreadsheet for details	

Narrative:

I. Need: Why is the project being undertaken?

St. Johns County's Atlantic shoreline is 42 miles in length. Located on the northeast coast of Florida, St. Johns County is bounded on the north by Duval County and on the south by Flagler County. The incorporated Cities of St. Augustine and St. Augustine Beach and the Town of Marineland share the coastline with unincorporated areas of the County. Additionally, there are three State and Federal parks along the beach, Guana Tolomato Matanzas National Estuarine Research Reserve (GTMNERR), Anastasia State Park (ASP), and Fort Matanzas National Monument (FMNM). The stretches of Porpoise Point and Summer Haven are the last portions of privately owned undeveloped beachfront remaining in St. Johns County greater than 800' in length.

The beaches of St. Johns County are recognized as important nesting habitat for marine turtles (Meylan *et al.* 1995). Using best available data, an average of 288.6 loggerhead, 9.05 green, and 1.25 leatherback nests were deposited each year between 1989 and 2010 along the entire County coastline (FWC *unpublished data* 2010). The average sea turtle nest density for all species combined was 7.02 nests per mile (SJC *unpublished data* 2010). Highest nest densities occur at Summer Haven (14.3 nests per mile). Additionally, the beaches of St. Johns County support the only known population of the endemic and highly endangered Anastasia Island Beach Mouse (USFWS 1993).

This project will secure critical sea turtle nesting habitat and beach mouse habitat in St. Johns County and reduces the conflict between private ownership of a barrier spit that changes with time and meteorological events. Private owners typically want a stable lot that would support a structure while this dynamic beach environment can be very mobile.

Public ownership of this area would prevent the typical alterations (lighting, shoreline hardening, exotic species introduction, pet predation, etc.) associated with residential development and conserve critical habitat for listed species.

II. Objective: What is to be accomplished during the time period of the project pursuant to the stated need?

During the first year of this project, the lots will be appraised, contracts negotiated and properties purchased for conservation purposes with the ultimate protection of a conservation easement encumbering the acquired lots. Lots will be purchased north to south adding to the existing publicly owned parcels in these areas. The \$210,017.40 Federal dollars will be added to the \$74,271.89 local dollars from in-kind contributions from St. Johns County staff and volunteers. County staff will provide for on-going management for the protection of listed species as well as exotic species monitoring and management. Monthly site visits to manage and treat as required will be scheduled during the first year and continuing as needed to maintain the habitat.

Due to the poor economic climate, the County is only able to provide in-kind services as match for the grant dollars. Because of this, not all of the lots may be selected for purchase. If the County is able to secure match dollars or produce additional in-kind services it is envisioned that a second phase may be initiated to secure as many of the remaining lots as possible. All owners of the first round of selected parcels have signed a willing seller letter which typically results in most of the parcels being acquired within the three year time frame of this grant. The acquisition of this land that maintains habitat within our HCP boundaries is an important and effective mechanism to promote the recovery of threatened and endangered marine turtles and the AIBM.

III. Expected Results: How will the project impact wildlife resources or benefit the public?

The highest marine turtle nesting densities in St. Johns County occur at Summer Haven with an average of 14.3 nests/mile compared to the County wide average of 7.02 nests/mile. During the summer of 2010 Audubon and FWC documented a colony of least terns in the vicinity of the proposed lots to be purchased. The colony resulted in a total of 100 nests. The number of successful fledglings was not documented, but has been considered as a successful nesting attempt by FWC biologist. The platted lots are targeted for residential development and create a tremendous challenge for government in balancing property rights with natural resource issues in coastal areas such as these. Public ownership of this section of beach will ensure that listed marine turtles do not face the challenges frequently encountered with developed beachfront properties such as lighting, loss of habitat and shoreline armoring, uncontrolled beach access, contaminants and trash, objects on the beach, human presence on the beach at night, free-roaming cats and dogs, and exotic species introduction.

Porpoise Point contains one of the largest nesting colonies for least terns and Wilson's plovers on the East Coast of Florida. During this time St. Johns County partners with

regional biologist of FWC to mark off the area to prevent vehicles and pedestrians from causing harm to the nesting colony. Over 100 nests were observed during the 2010 nesting season. Historically, the Porpoise Point least tern colony increases in numbers when other documented colonies in the County fail due to storm and high tide events.

#### IV. Approach: How will the objective be attained?

County Environmental Staff will conduct habitat assessments and species surveys on the parcels identified in the grant. Biological staff will visit the parcels, assess and quantify the habitat and conduct species inventory using typical FWC procedures. Completion time of 10 to 15 days.

Appraisals will be conducted on parcels identified in the grant. Appraiser will be contracted to appraise the identified lots to Federal Standards. Completion time of 45-60 days.

County Real Estate/Legal Staff will negotiate acquisition of the properties identified in the grant. Staff will negotiate contracts with owners. Completion time of 120- 240 days.

County Survey Staff will survey the lots once they are under contract to purchase. Staff will survey the lots prior to closing. Completion time of 2-3 days.

County Real Estate Staff will close on parcels identified in the grant. Staff to close after due diligence complete. Completion time of 2-3 days.

County Legal, Real Estate and Environmental Staff will encumber the acquired parcels with a conservation easement. Staff will secure the ultimate preservation via the legal document of a Conservation Easement. Completion time of 2-3 days.

County Environmental Staff and Public Affairs will publicize the acquisitions secured with the HCP grant. Staff will publicize the success of the grant acquisitions. Completion time of 2-3 days.

County Environmental Staff and Volunteers will begin restoration of the parcels including exotic species control after the parcels have closed. Biological staff and Volunteers will develop a management plan, conduct exotic species management and re-establish any vegetation needed to maintain a functioning beach dune habitat. Completion time of 28 days and on-going.

#### V. Location: Where will the work be done?

The predominant habitat type proposed for protection is Beach Dune. The Florida Natural Areas Inventory defines the Beach Dune as, "a wind-deposited foredune and wave-deposited upper beach that are sparsely to densely vegetated with pioneer species, especially sea oats." In some areas, where there has been substantial erosion and/or

development, this community might be very narrow (i.e., less than 25 ft wide). In other areas, where there has been comparatively modest erosion and little or no upland development, it might be very wide displaying a natural gradation into the Maritime Hammock community. In our primary focus area of Summer Haven, the Beach Dune community is narrow and low. Wave-induced beach erosion has caused low dunes to be overwashed on a repeated basis and this habitat is quite dynamic.

The plants and animals that exist in the Beach Dune community are species that are able to withstand harsh environmental conditions, including loose, dry, unstable, and poor soils, exposure to wind and salt spray, sand abrasion, intense sunlight, and periodic storms. The dominant vegetative species within this zone includes sea oats (*Uniola paniculata*) and a variety of "pioneer plants" that exist above the seasonal high water levels, including beachgrass (*Panicum amarum*), cordgrass (*Spartina patens*), dune sunflower (*Helianthus debilis*), and morning glories (*Ipomoea imperati* and *I. pes-caprae*).

Due to the harsh environmental conditions, the diversity of animals that permanently inhabit the Beach Dune community is lower than in many other natural communities. Various shorebirds, such as black-bellied plovers (*Pluvialis squatarola*) and sanderlings (*Calidris alba*), often forage for sand fleas (*Emerita talpoida*) and other organisms at the beach/ocean interface, while gulls and terns often rest on the open beach. An abundant resident animal in this area is the ghost crab (*Ocypode quadrata*). The Anastasia Island beach mouse is found almost exclusively in this habitat. This habitat is also critical for the nesting cycle of marine turtles.

## VI. Estimated Cost

Please see attached spreadsheet for details. The total project cost is \$284,289.29, with \$74,271.89 being provided by St. Johns County staff time for habitat assessment, environmental education, public relations, survey, real estate negotiations, legal review and conservation easement development and recording. The parcel values, based on assessed value plus 20%, totals \$195,265 and \$13,000 is allotted for appraisals.

## VII. Climate Change

To address climate change, conservation at a broad landscape scale is required. Collaboration is paramount in reaching landscape scales. This grant opportunity promotes the type of federal, state and local collaborative partnerships needed to address climate issues.

Coastal habitats are particularly vulnerable to stressors such as land use change, suburban and coastal development. The added stressor of climate change makes protecting coastal habitats a top priority. The acquisition of coastal dune habitat will preserve critical marine turtle nesting habitat threatened with the pending sea level rise. Long range sea level rise will shift nesting habitat onto private lands. More engineered solutions will

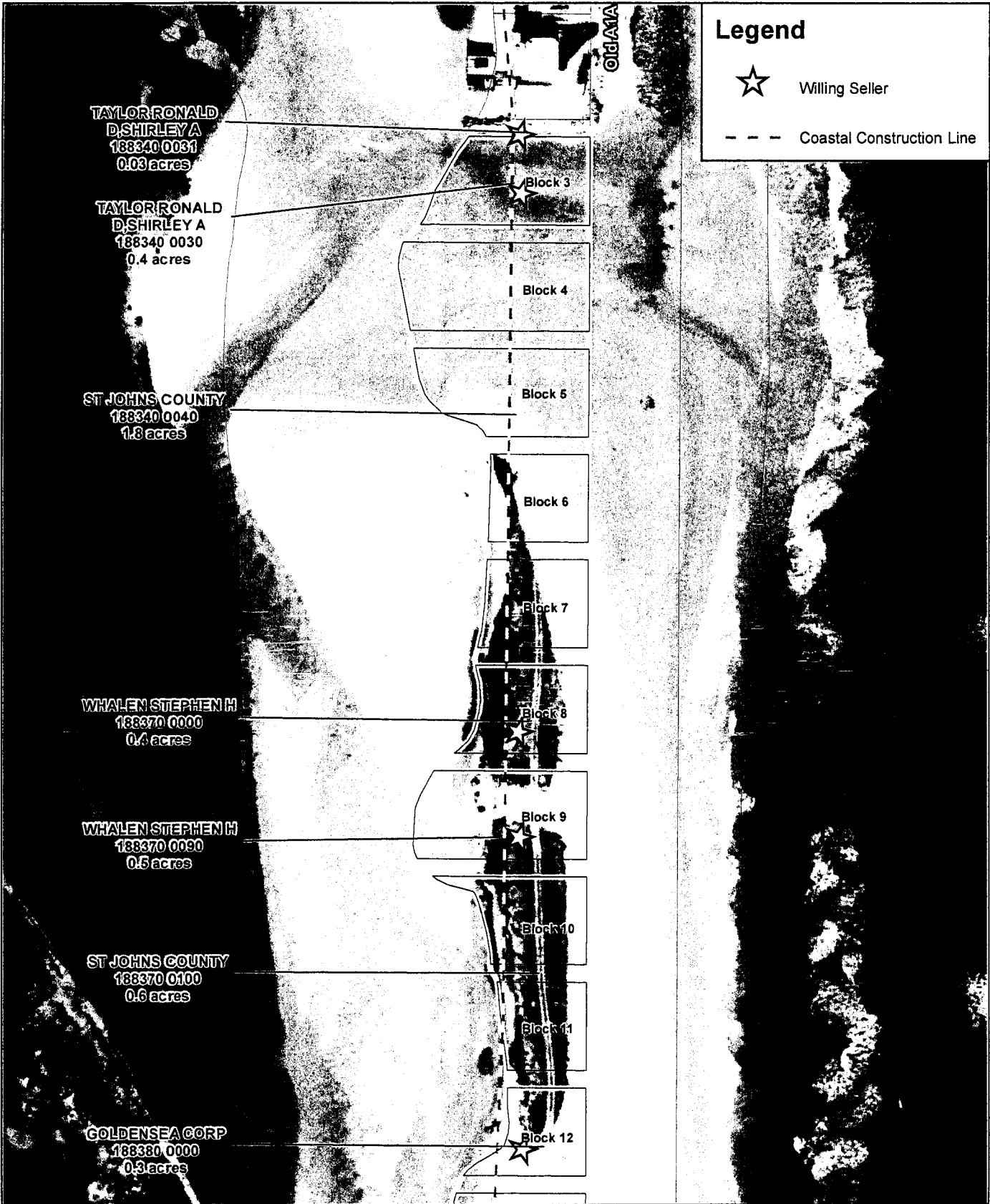
likely be considered for property protection in the face of sea level rise that may degrade nesting habitat. Acquisition in coastal areas is an anticipatory adaptation to combat these challenges associated with this component of climate change.

Climate change will also affect the rate at which invasive and exotic plant species migrate north and alter the existing vegetative structure of the dune environment. At the location targeted for acquisition, we are seeing Brazilian pepper and Australian pine beginning to show up in the flora. As a match to this grant, County staff and volunteers will provide local surveillance and management of the habitat to maintain a viable dune habitat, free from the influx of exotic species exacerbated by climate change.

#### VIII. HCP Partners

St. Johns County is supported by the following agencies and organizations to secure and maintain suitable habitat for marine turtles and AIBM:

- University of Florida, Institute of Food and Agricultural Sciences, Cooperative Extension Services
- Florida Fish and Wildlife Conservation Commission
- Guana Tolomato Matanzas National Estuarine Research Reserve
- Florida Department of Environmental Protection, Florida Park Service
- St. Johns River Water Management District
- Keepers of the Coast
- Sea Turtle Patrol Volunteers



0 50 100 150  
Feet

2009 Aerial Imagery

# Summer Haven Parcels North

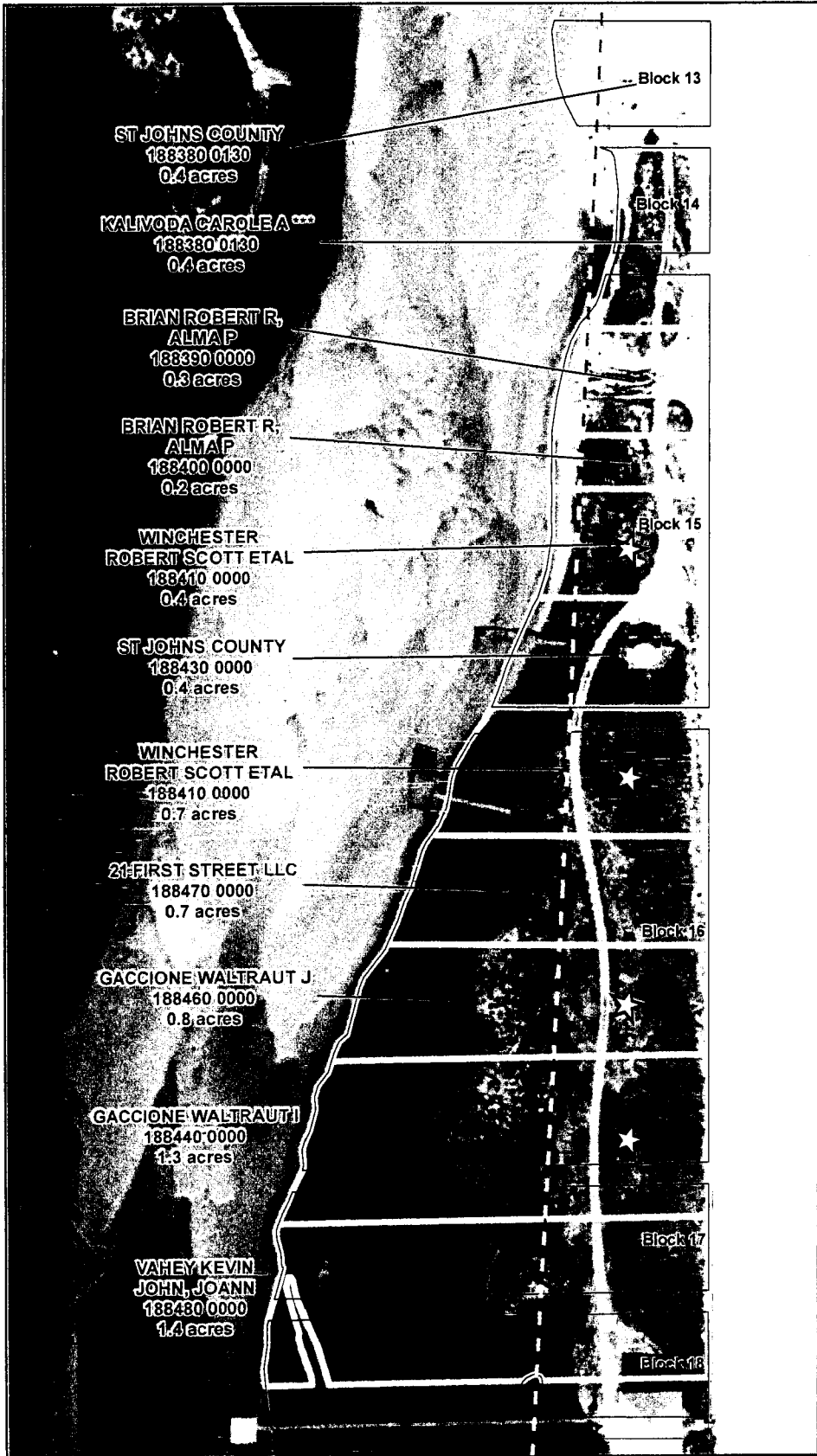
Cooperative Endangered Species Conservation Fund Grants Program

**Disclaimer:**



This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

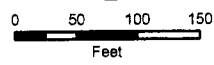
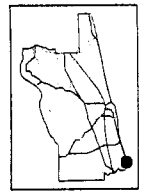
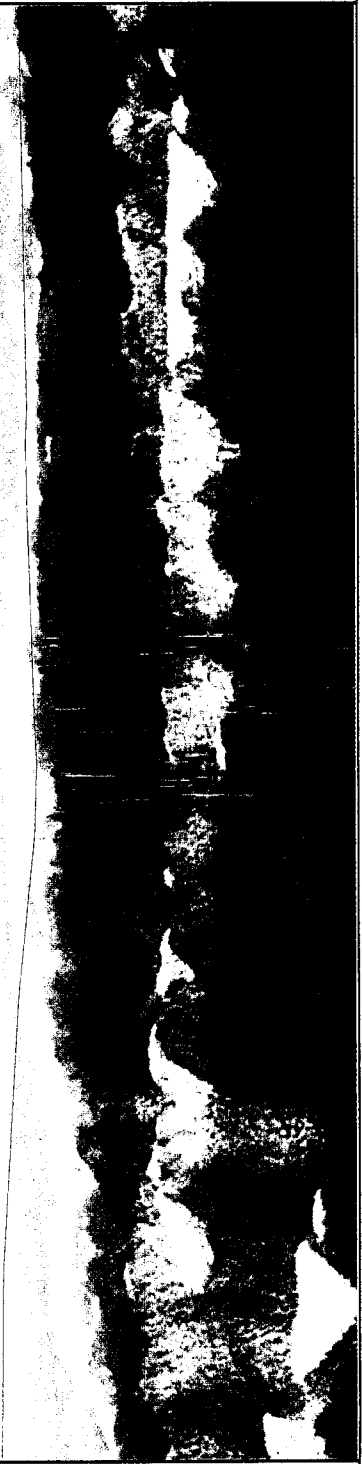
j14295 1/3/2011





### Legend

-  Willing Seller
-  Coastal Construction Line



2009 Aerial Imagery

## Summer Haven Parcels South

Cooperative Endangered Species Conservation Fund Grants Program

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j14295 1/3/2011





**Legend**



Willing Seller



Coastal Construction Line

**WORKOUT LLC**  
148420 0000  
0.4 acres

**WORKOUT LLC**  
148420 0020  
0.5 acres

**BRAHMA LAND & DEV CO INC**  
148420 0030  
0.5 acres

**BRAHMA LAND & DEV CO INC**  
148430 0000  
0.5 acres

**BRAHMA LAND & DEV CO INC**  
148430 0050  
0.5 acres

**BRAHMA LAND & DEV CO INC**  
148430 0000  
0.4 acres

**BRAHMA LAND & DEV CO INC**  
148105 0000  
0.1 acres

**GLOBAL CAPITAL ADVISORS GROUP**  
148848 0130  
0.5 acres

**GLOBAL CAPITAL ADVISORS GROUP**  
148848 0120  
0.4 acres

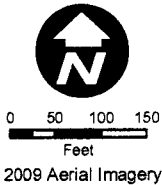
**MC BRYAR JAMES & THELMA REV F**  
148848 0110  
0.3 acres

**GLOBAL CAPITAL ADVISORS GROUP**  
148848 0070  
0.4 acres

**GLOBAL CAPITAL ADVISORS GROUP**  
148848 0080  
0.4 acres

**GLOBAL CAPITAL ADVISORS GROUP**  
148848 0090  
0.4 acres

**GLOBAL CAPITAL ADVISORS GROUP**  
148848 0100  
0.4 acres



**Porpoise Point Parcels**

**Cooperative Endangered Species Conservation Fund Grants Program**

Disclaimer:  
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j14295 1/3/2011



**WILLING OWNER STATEMENT**

TO: St. Johns County, Florida  
Florida Fish and Wildlife Conservation Commission

RE: Summer Haven Block 3 and South ½ of vacated Street lying North of  
Block 3

TAX PARCEL #: 188340-0030 and 188340-0031

I do hereby state that as the property owner(s) of the above-referenced property, I am willing to entertain a purchase offer from St. Johns County and the Florida Fish and Wildlife Conservation Commission.

By: Rowand D. Taylor, Sr.  
Print Name

10536 CR 13N  
Owner Address

[Signature]  
Signature of Property Owner

St. Aug., Fla 32092

By: Shirley Ann Taylor  
Print Name

904 591-7653  
Telephone Number

[Signature]  
Signature of Property Owner

Nov 27, 2010  
Date Signed by Owner

A second signature line is provided for your use if your property is jointly-owned (for example, by both husband and wife)

**Please return this form to:**

**St. Johns County Real Estate Department  
Nanette Bradbury, Real Estate Appraisal Coordinator  
500 San Sebastian View  
St. Augustine, FL 32084**

**WILLING OWNER STATEMENT**

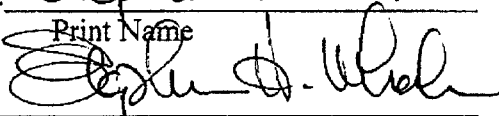
TO: St. Johns County, Florida  
Florida Fish and Wildlife Conservation Commission

RE: Summer Haven Block 8 & 9 and South 1/2 of vacated Street lying South of  
Block 8 & 9 (Ex R/W of Old A1A) Rip Rights

TAX PARCEL #: 188370-0000 and 188370-0090

I do hereby state that as the property owner(s) of the above-referenced property, I am willing to entertain a purchase offer from St. Johns County and the Florida Fish and Wildlife Conservation Commission.

By: Stephen H. Whalen  
Print Name

  
Signature of Property Owner

4510 HIGEL AVE.  
Owner Address SARASOTA, FL. 34242

By: \_\_\_\_\_  
Print Name

(941) 349-5778  
Telephone Number

\_\_\_\_\_  
Signature of Property Owner

11/28/2010  
Date Signed by Owner

A second signature line is provided for your use if your property is jointly-owned (for example, by both husband and wife)

**Please return this form to:**

**St. Johns County Real Estate Department  
Nanette Bradbury, Real Estate Appraisal Coordinator  
500 San Sebastian View  
St. Augustine, FL 32084**

**WILLING OWNER STATEMENT**

TO: St. Johns County, Florida  
Florida Fish and Wildlife Conservation Commission

RE: Summer Haven Block 12 and South 1/2 of vacated Street lying South of  
Block 12 (Ex R/W of Old A1A) Rip Rights

TAX PARCEL #: 188380-0000

I do hereby state that as the property owner(s) of the above-referenced property, I am willing to entertain a purchase offer from St. Johns County and the Florida Fish and Wildlife Conservation Commission.

122-10

By: Golderson Corp  
Print Name  
[Signature]  
Signature of Property Owner

3884 Tampa Rd  
Owner Address  
Oldsmar FL 34677

By: \_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature of Property Owner

(813) 855 0210  
Telephone Number

\_\_\_\_\_  
Date Signed by Owner

A second signature line is provided for your use if your property is jointly-owned (for example, by both husband and wife)

**Please return this form to:**

**St. Johns County Real Estate Department**  
**Nanette Bradbury, Real Estate Appraisal Coordinator**  
**500 San Sebastian View**  
**St. Augustine, FL 32084**

**WILLING OWNER STATEMENT**

TO: St. Johns County, Florida  
Florida Fish and Wildlife Conservation Commission

RE: Summer Haven North 100 ft. of South 200 ft. of Block 15 and North 100  
ft. of Block 16 including Street between & Rip Rights (Ex R/W of Old  
A1A)

TAX PARCEL #: 188410-0000

I do hereby state that as the property owner(s) of the above-referenced property, I am willing to entertain a purchase offer from St. Johns County and the Florida Fish and Wildlife Conservation Commission.

By: Robert Scott Winchester  
Print Name

2 WALNUT CT  
Owner Address

[Signature]  
Signature of Property Owner

ORLANDO BOACH, FL. 32174

By: Henry Clark Winchester  
Print Name

(386) 671-0120  
Telephone Number

[Signature]  
Signature of Property Owner

12/8/10  
Date Signed by Owner

A second signature line is provided for your use if your property is jointly-owned (for example, by both husband and wife)

**Please return this form to:**

**St. Johns County Real Estate Department  
Nanette Bradbury, Real Estate Appraisal Coordinator  
500 San Sebastian View  
St. Augustine, FL 32084**

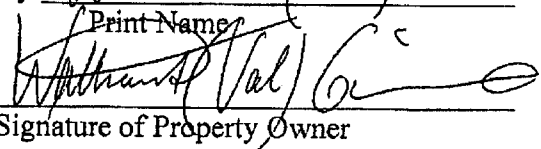
**WILLING OWNER STATEMENT**

TO: St. Johns County, Florida  
Florida Fish and Wildlife Conservation Commission

RE: Summer Haven North 100 feet of South 200 feet of Block 16, South 100 feet of Block 16, North 30 feet of Block 17 and 20 foot street between Block 16 & 17 Rip Rights (Ex R/W of Road A1A)

TAX PARCEL #: 188460-0000 and 188440-0000

I do hereby state that as the property owner(s) of the above-referenced property, I am willing to entertain a purchase offer from St. Johns County and the Florida Fish and Wildlife Conservation Commission.

By: Waltraut (Val) Gaccione  
Print Name  
  
Signature of Property Owner

724 Sywood Dr. NE Palm Bay, Fl. 32905  
Owner Address

By: \_\_\_\_\_  
Print Name

(321) 733-7804  
Telephone Number

\_\_\_\_\_  
Signature of Property Owner

12/1/2010  
Date Signed by Owner

A second signature line is provided for your use if your property is jointly-owned (for example, by both husband and wife)

**Please return this form to:**

**St. Johns County Real Estate Department  
Nanette Bradbury, Real Estate Appraisal Coordinator  
500 San Sebastian View  
St. Augustine, FL 32084**

**WILLING OWNER STATEMENT**

TO: St. Johns County, Florida  
Florida Fish and Wildlife Conservation Commission

RE: Vilano Beach Subdivision Lot 3, 4, 5, and 6 Block 7 and Vilano Beach  
Subdivision Lot R-1

TAX PARCEL #: 148420-0030, 148105-0000, 148430-0000 and 148430-0050

I do hereby state that as the property owner(s) of the above-referenced property, I am willing to entertain a purchase offer from St. Johns County and the Florida Fish and Wildlife Conservation Commission.

BRAHMA LAND & DEV. CO. INC.  
By: R.C. PITTARO, PRES. 2145 SPENCERS WAY  
Print Name Owner Address  
30087  
STONE MOUNTAIN, GA  
Signature of Property Owner  
By: R.C. PITTARO (770) 414-8041  
Print Name Telephone Number  
R.C. Pittaro Pres.  
Signature of Property Owner BRAHMA LAND & DEV. CO. INC.  
11-29-10  
Date Signed by Owner

A second signature line is provided for your use if your property is jointly-owned (for example, by both husband and wife)

Please return this form to:

St. Johns County Real Estate Department  
Nanette Bradbury, Real Estate Appraisal Coordinator  
500 San Sebastian View  
St. Augustine, FL 32084

**WILLING OWNER STATEMENT**

TO: St. Johns County, Florida  
Florida Fish and Wildlife Conservation Commission

RE: Vilano Beach Subdivision Lot 1 & 2 Block 7

TAX PARCEL #: 148420-0000 and 148420-0020

I do hereby state that as the property owner(s) of the above-referenced property, I am willing to entertain a purchase offer from St. Johns County and the Florida Fish and Wildlife Conservation Commission.

By: Workout, LLC  
Print Name

P.O. Box 1050, Jacksonville, FL  
Owner Address  
32201

R. L. Langley  
Signature of Property Owner  
managing member

By: R. L. Langley  
Print Name

(904) 353-6411 x 111  
Telephone Number

\_\_\_\_\_  
Signature of Property Owner

11/24/10  
Date Signed by Owner

A second signature line is provided for your use if your property is jointly-owned (for example, by both husband and wife)

**Please return this form to:**

**St. Johns County Real Estate Department  
Nanette Bradbury, Real Estate Appraisal Coordinator  
500 San Sebastian View  
St. Augustine, FL 32084**



ATTACHMENT G

## COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

ATTACHMENT H

# INVOICE & MATCH REQUIREMENTS

The Grant Invoice Form & Match Documentation must contain the following information:

- Grantee Name
- Project Name
- Project Number (Four digits GBLI from the front page of your contract.)
- Contact Phone Number
- PARTIAL or FULL Reimbursement or Match
- Total Grant Amount Received
- After all invoices/receipts are listed, total the amount. Do NOT round the total.
- Complete the Address above the signature.
- The project sponsor MUST sign and date the Grant Invoice & Match Form.

## VERIFYING INFORMATION

Locate all project related receipts for each category for proof of Invoice Items. Verify that the expenditures for the grant award meet the criteria located on the Eligible and Ineligible List from the Grant Manual for year requested grant and are pertinent to the project budget.

- Document Number for each invoice/receipt for that category
- There are two ways to record employee salary 1.) Hourly payroll or 2.) Percent of payroll. Both are described as follows:
- 1.) Hourly Payroll:**  
Highlight each item listed below on your timesheet and stub or register.
- Name of Employee
  - Dates worked
  - Hours worked on the project
  - Hourly or daily rate
  - Amount of expense for payroll to be reimbursed or shown as match for each employee
  - Show calculation, if not the total amount.

- Vendor Name
- Form of Payment
- Amount of Item or Service
- Total Paid
- Date of Purchase or Service
- Description of item(s) purchased or service(s) if only the whole amount will not be requested.

**RECEIPT SAMPLE # 1:**

If 3. "Form of Payment" is NOT on your receipt, you must submit a copy of the payment document.

**\*DO NOT** send only the top & bottom of a receipt. **The full itemized receipt is needed.**

## Receipts & Invoices

Itemized receipts include: cash or charge, customer invoices, supplier invoices, itemized cash register tapes, contracts, internet receipts, etc.

Bills for Reimbursable **MUST** be labeled with the following and/or *hand written on each receipt*:

- Budget Category Name
- Document Number for each invoice/receipt for that category

### i.) Receipts:

Highlight each item listed below on your receipt:

- Reimbursable:** Remember only expenses incurred AFTER the contract approval date are considered eligible reimbursable expenses. This means the date on the receipt cannot be prior to the date on the bottom of the last page of your contract.
- Match:** Can include expenditures for 6-months prior to the grant submittal through the end of the contract.
- Verify that actual work performed was for this project and that the work corresponds to either the project reimbursable or match categories listed in the project budget.

## FINANCIAL DOCUMENTATION

Please remember to "black out" any Social Security #'s from employment documents.

### A. Payroll Documents

If submitting Payroll as a budget item, the following documents are a **requirement**:

1. A Timesheet and
  2. Payroll Stub OR a Payroll Register.
- Both are required to prove employment verification. One shows the hours worked and one verifies the employee is on the payroll.

Bills for Reimbursement **MUST** be labeled with the following and/or *hand written on each receipt*:

- Budget Category Name

**\*DO NOT** send only credit card statements, bank statements, or vendor statements in place of Itemized Receipts.

These summarize activity and are not an itemized receipt to the specific item purchased and will only be accepted if it is attached to the itemized receipt.

## COMPLETION

Finally, double-check all calculations to verify that the dollar amounts on the Grant Invoice are correct and correspond to each invoice/receipt and the appropriate budget category.

Rocky Mountain, LLC  
555 Smith Rd.  
Denver, CO 80205

6668

7/17/2007

One Thousand Seven Hundred Seventy and 93/100 Dollars

**\$1,770.93**

Tom Smith  
11669 Nature Scene Dr.  
Loveland, CO 80907

**Memo: Paycheck 7/3 - 7/16/06**

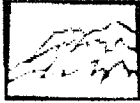
**Tom Smith**  
SS #: [REDACTED]

Check No 6668

Date: 7/17/2007

**NET PAY: \$1,770.93**

DESCRIPTION	HOURS	HOURLY RATE	AMOUNT	YTD	TYPE
Hourly Job AFRT	<b>80</b>	<b>\$25.00</b>	\$2,000.00	\$6,125.00	Wages
Mileage Reimbursement			\$12.80	\$412.80	Deductions
Federal Medicare Tax			(\$75.51)	(\$180.69)	Taxes
Federal Social Security Tax			(\$153.55)	(\$772.52)	Taxes



Rocky Mountain LLC  
555 Smith Rd, Denver, CO 80205

Rocky Mountain LLC Field Staff Bi-Weekly Time Sheet

Time Period: 7/8 - 7/16/07

Date Submitted: 7/17/07

Name: Tom Smith

Address: 11669 Nath R. Soren Dr.

Love Blvd, CO 80507

Week 1

Date	Project	Days/Hrs	Mileage
7/8/07	Anywhere Front Range Trail	8	
7/9/07	Anywhere Front Range Trail	8	
7/10/07	Anywhere Front Range Trail	8	
7/11/07	Anywhere Front Range Trail	8	
7/12/07	Anywhere Front Range Trail	8	

Week 2

Date	Project	Days/Hrs	Mileage
7/10/07	Anywhere Front Range Trail	8	
7/11/07	Anywhere Front Range Trail	8	
7/12/07	Anywhere Front Range Trail	8	
7/13/07	Anywhere Front Range Trail	8	
7/14/07	Anywhere Front Range Trail	8	

Bi-Weekly Totals      Days/Hrs      80

Employee Signature: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

## Grant Invoice

Name of Grantee: City of Anywhere, CO

Name of Project: Anywhere Front Range Trail

Project Number: F4NF

Phone Number: 000-555-1212 Type of Request (select one)  Partial  Full

Grant Amount: **\$80,000.00**

### Bills for Reimbursement

	Budget Category	Document No.	Vendor/Description	Total Invoice	Amount Requested for Reimbursement
<b>I.</b>	<b>Construction</b>				
	Salary - Project Supervisor	# 1	Rocky Mountain LLC - Tom Smith	\$ 11,282.40	\$ 11,282.40
	Salary - Trails Coordinator	# 2	Rocky Mountain LLC - Jane Doe	\$ 10,625.53	\$ 10,625.53
<b>II.</b>	<b>Supplies and Materials</b>				
	Supplier	# 3	Weldon Petroleum	\$ 115.00	\$ 49.80
<b>III.</b>	<b>Consultation Services</b>				
	Concrete Work	# 4	World of Concrete	\$ 46,712.72	\$ 46,712.72
<b>IV.</b>	<b>Demolition and Removal</b>				
	Vegetation Removal	# 5	Or Landscaping Services	\$ 11,329.50	\$ 11,329.50

TOTAL \$85,254.96     \$ 80,000.00

Minus Advance                             \$40,000.00

**Total Reimbursement Requested             \$ 40,000.00**

*Attach all receipts and supporting documentation*

Remit Payment To: City of Anywhere  
123 Main Street  
Anywhere, CO 88888

*I certify this billing reflects only those items which conform and are consistent with the description and conditions of the project grant agreement.*

Signature: \_\_\_\_\_ Print Name: Art Ortega Date: December 31, 2007

**OFFICIAL USE ONLY**

Invoice Reviewed

Total Claimed	\$ _____
Amount Withheld	(\$ _____)
Net Accepted	\$ _____

## Match Documentation

Name of Grantee: City of Anywhere, CO Name of Project: Anywhere Front Range Trail

Project Number: F-211 Phone Number: 303-555-1212 Type of Request (check one)  Partial  Full Grant Amount: \$80,000.00

### Match Documentation

	Budget Category	Document No.	Vendor/Description	Total Invoice	Amount Submitted
<b>I. Youth Program</b>					
	Youth Corp	#6	Youth Corporation	\$ 11,200.00	\$ 4,607.57
<b>II. Construction</b>					
	Install Site Amenities	#7	Install K&Ls	\$ 10,700.00	\$ 10,700.00
<b>III. Supplies and Materials</b>					
	Materials	#8	Home Depot	\$ 159.16	\$ 124.42
	Trail Signs	#9	Custom Made Signs	\$ 3,500.00	\$ 3,500.00
<b>Total Match Submitted</b>				<b>\$ 30,627.16</b>	<b>\$ 24,000.00</b>
<b>30% Min Match Requirement</b>				<b>\$ 24,000.00</b>	<b>\$ 24,000.00</b>
Excess Amount				\$ 6,627.16	\$ -

*Attach all receipts and supporting documentation*

City of Anywhere  
**Organization Address:** 123 Main Street  
Anywhere, CO 80000

*I certify this billing reflects only those items which conform and are consistent with the description and conditions of the project grant agreement.*

Signature:  Print Name: Art Ortega Date: December 11, 2007

**OFFICIAL USE ONLY**

Invoices Reviewed:

<b>Total Claimed</b>	\$ _____
<b>Amount Withheld</b>	(\$ _____)
<b>Net Match Accepted</b>	\$ _____