2	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

11/17/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **June 24, 2026**

FROM: **Michael Lagasse, Environmental Manager** **PHONE:** **904 209-0617**

SUBJECT OR TITLE: **Conservation Planning Assistance Grant to offset costs incurred during the Habitat Conservation Plan update.**

AGENDA TYPE: **Consent Agenda, Grant, Resolution**

BACKGROUND INFORMATION:

St. Johns County is applying to the U.S. Fish and Wildlife Service (USFWS) to renew the existing Section 10 Incidental Take Permit (ITP). The ITP provides a federal compliance framework for impacts to the Anastasia Island beach mice (AIBM) and five species of sea turtles causally related to public vehicular beach access initiated under the County's authorization. The Habitat Conservation Plan (HCP) is a mandatory element of the County's ITP application and outlines programs and policies to allow for limited public beach driving to continue in a manner and extent that is compatible with protected species conservation within the HCP Plan Area. The BOCC appropriated $400,000.00 in the FY 2025 Budget for the purpose of hiring a qualified consultant for this required update. In May of 2025, Ecological Associates, Inc. (EAI) was awarded Professional Services Contract No: 25-PSA-ECO-20960 for the HCP update at a cost of $398,125.22. Staff applied for a Conservation Planning Assistance Grant through the Florida Fish and Wildlife Commission in February 2025 to offset costs. The Conservation Planning Assistance Grant is a category grant under Cooperative Endangered Species Conservation Fund Grants (CESCFG) which are managed by the US Fish and Wildlife Service (USFWS) under Section 6 of the Endangered Species Act to help States participate in conservation projects for listed, candidate, and at-risk species on non-Federal lands. Eligible activities include Habitat Conservation Plan document preparation, public outreach, baseline surveys, habitat assessments, and environmental compliance. The grants are issued to States and, in Florida, are managed by the Florida Fish and Wildlife Conservation Commission (FWC). St. Johns County would be considered a sub-recipient of the Conservation Planning Assistance grant with oversight from the FWC and must contribute a minimum 25% of the estimated program costs of approved projects. Staff requests Board of County Commissioner approval of the terms, conditions, and requirements of the Conservation Planning Assistance Grant to offset costs related to the required HCP update. .

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Recognize federal grant of $299,179 in General Fund - Federal Grant - Physical Environment (0001-331300) and appropriate to Growth Management - Contractual Services (0001-0101-53120). $119,727 Grant match approved in FY 27 budget in Growth Management - Contractual Services (0001-0101-53120). Workday Award ID to be assigned.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, approving and ratifying the County Administrator's execution of Florida Fish and Wildlife Conservation Commission Agreement No. 26142; recognizing and appropriating $299,179 in grant revenue for the St. Johns County Incidental Take Permit Renewal and Habitat Conservation Plan Update.

For Administration Use Only:
Legal: Kealey West 11/6/2026 **OMB: ARM 11/6/2026** **Admin: Brad Bradley 11/10/2026**

RESOLUTION NO. 2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, RECOGNIZING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $299,179 FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("FWC"); ACKNOWLEDGING THE PREVIOUSLY APPROPRIATED COUNTY MATCH OF $119,727; RATIFYING THE COUNTY ADMINISTRATOR'S EXECUTION OF FWC AGREEMENT NO. 26142; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County (the "County") has been awarded federal grant funding through the Florida Fish and Wildlife Conservation Commission ("FWC") under Agreement No. 26142 (the "Agreement") for the St. Johns County Incidental Take Permit Renewal and Habitat Conservation Plan Update; and

WHEREAS, the Agreement provides grant funding in an amount not to exceed $299,179 on a cost-reimbursement basis and requires a non-federal matching contribution of $119,727; and

WHEREAS, the Board of County Commissioners previously appropriated the necessary County funds in the Fiscal Year 2026 budget to satisfy the required matching contribution; and

WHEREAS, since time was of the essence in executing the Agreement to preserve the availability of grant funding and facilitate timely implementation of the project, on November 2, 2026, the County Administrator executed the Agreement prior to formal consideration by the Board; and

WHEREAS, the Board desires to ratify the County Administrator's execution of the Agreement and recognize and appropriate the grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The foregoing recitals are hereby incorporated into and made a part of this Resolution.

Section 2. The Board hereby ratifies and confirms the County Administrator's execution of FWC Agreement No. 26142, attached hereto and incorporated herein by reference.

Section 3. The Board hereby recognizes and appropriates $299,179 in grant revenue

from FWC and authorizes the corresponding appropriation of grant-funded expenditures for the St. Johns County Incidental Take Permit Renewal and Habitat Conservation Plan Update, consistent with the terms and conditions of the Agreement.

Section 4. The Board acknowledges that the Agreement requires a non-federal matching contribution of $119,727 and that the necessary County funds were previously appropriated as part of the Fiscal Year 2026 adopted budget. No additional appropriation of County matching funds is authorized or required by this Resolution.

Section 5. The County Administrator is authorized to execute amendments to the Agreement that do not increase the County's maximum payment obligation, materially change the scope of services, or extend the Agreement's term. All other amendments require approval by the Board of County Commissioners.

Section 6. The Office of County Attorney is authorized, in coordination with the Clerk, to correct clerical, typographical, numbering, and formatting errors in this Resolution without further Board approval, provided corrections do not alter the substance, intent, or legal effect of the Board's action. Any correction shall be documented and maintained with the official Resolution.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of November 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement 26142

Federal Grant Information	
CFDA Title(s): Cooperative Endangered Species Conservation Fund	**CFDA No(s).:** 15.615
Name of Federal Agency(s): U.S. Fish and Wildlife Service	
Federal Award No(s): Enter Federal Award Number(s)	**Federal Award Year(s):** FY25
Federal Award Name(s): Enter Federal Award Name(s)	
State Grant Information	
CSFA Title(s).:	**CSFA No(s). :**
State Award No(s).: Enter State Award Number(s)	**State Award Year(s):**
State Award Name(s):	

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" or "FWC," and St. Johns Board of County Commissioners, 59-6000825-121, whose address is 901 Pope Road, St. Augustine, Florida 32080, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to complete the project titled," St. Johns County Incidental Take Permit Renewal and Habitat Conservation Plan Update.";

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

TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which 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. If this Agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient 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 Recipient 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 Recipient. The Recipient 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, in the event the Recipient's ability to perform under this Agreement becomes compromised.

Section 3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay.

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through **03/31/2028**.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was approved. The Commission's Grant Manager shall

confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient 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, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

B. Extension.

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed $299,179.

B. Payments.

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A as evidenced by the completed deliverables, 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 Grant Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in Attachment A, 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. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period.

C. Invoices.

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation may be submitted electronically to the attention of the Commission's Grant Manager. 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. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Match

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

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 Grant Manager shall notify the Recipient 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 Recipient 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, Recipient 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. Cost Reimbursement

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate 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 the categories in the approved Agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. 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.

ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement 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.

    a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

iv. **Travel:** To the extent the Commission determines travel is an allowable cost, 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 along with supporting receipts and invoices.

v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

vi. **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.

vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

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 Deliverables, unless Attachment A specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables 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 Recipient 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.

Recipient 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: https://www.myfloridacfo.com/division/aa/vendors. 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.

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance

of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient 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 Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient 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 Recipient is unable to repay any cost or loss to the Commission, the Commission shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. Commission Exempt from Taxes.

The Recipient 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. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

B. Property Exempt from Lien.

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Recipient'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 State and Federal monitoring terms and conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

Section 8. TERMINATION.

A. Commission Unilateral Termination.

The Commission may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days of written notice of its intent to terminate. The Recipient shall not be entitled to recover any cancellation charges or lost profits. The Recipient may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct.

This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Recipient 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 the Recipient. 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, the Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Recipient 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. The Commission

shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement is being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., 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. Recipient shall not be entitled to recover any cancellation charges.

E. Recipient Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient 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.

Section 9. REMEDIES.

A. Financial Consequences.

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from the Recipient's payment, unless otherwise modified by Attachment A.

In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences as listed below or as identified in Attachment A.

i. Temporarily withhold payments pending correction of the deficiency by the Contractor.

ii. Reduction of payment if correction of deficiency is not made by the Contractor.

iii. Disallow all or part of the cost of the activity or action not in compliance.

iv. Wholly or partly suspend or terminate this agreement.

v. Withhold future awards for the FWC projects.

vi. Take other remedies that may be legally available.

B. Cumulative Remedies.

The rights and remedies of the Commission during the Agreement period are in addition to any other rights and remedies provided by law or under the Contract.

Section 10. 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 email address of the newest Grant 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 Grant Manager has been named. Designating a new Grant Manager shall not require a formal Amendment to the Agreement.

COMMISSION SELECT AN OPTION CONTACT INFORMATION:	**RECIPIENT SELECT AN OPTION CONTACT INFORMATION:**
Rebecca Pfaller	Ashley Raybould
Incentives Biologist	Environmental Supervisor
1875 Orange Ave. E	901 Pope Rd
Tallahassee, FL 32311	St. Augustine, FL 32080
850-921-1151	904-209-3740
Rebecca.pfaller@myfwc.com	araybould@sjcfl.us

Section 11. 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 the Parties.

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 Recipient'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.

Section 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.

ii. **Proceeds Related to Intellectual Property Rights**. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights**. Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations 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.

B. Purchase or Improvement of Real Property.

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned

real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

i. **Non-Expendable Property Defined**. For the requirements of this section of the Agreement, "non-expendable 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 non-expendable nature, with a value or cost of **$5,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable 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 Attachment A.

D. Equipment and Supplies

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.

A. Conflict of Interest.

The Recipient 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 Recipient and the Commission.

B. Recipient Training Qualifications.

The Recipient agrees that all Recipient employees, subrecipients, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subrecipients, 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 Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. 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 other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Recipient 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 Recipient.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

Section 14. SUBCONTRACTS.

The Recipient is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

A. Authority.

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subrecipient or 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 Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subrecipient or subcontract

arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subrecipient or subcontractor for any expenses or liabilities incurred under the subrecipient agreement or subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor or Subrecipient.

If entering a subrecipient agreement is permitted pursuant to Paragraph A above, Recipient agrees to make payments to the subrecipient for satisfactory performance of the tasks/deliverables identified in the subrecipient agreement. Recipient shall pay subrecipient following the same procedures described in paragraph 4 of this Agreement upon submission of invoices for allowable expenses, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Recipient.

C. Commission Right to Reject Subrecipient or Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient's, subrecipient's or subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor and Subrecipient Conflict of Interest.

If subcontracting or entering a subrecipient agreement is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor or subrecipient 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 Recipient, as applicable subrecipient or subcontractor, and the Commission.

Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **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 Recipient, supplier, subcontractor or consultant under a contract 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. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (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.

iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), 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 contract to

provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient's ability to perform under this Agreement. If the existence of such Proceeding causes the Commission concern that the Recipient's ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and/or its employees or agents 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.

E. Certain Violations of Federal Criminal Law.

If this Agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 16. INSURANCE.

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, 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 Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient'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 Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of $100,000.00 per accident, $100,000.00 per person, and $500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient 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 Recipient. 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 Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, 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 Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient 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 Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient 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, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager 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, Recipient shall immediately notify the Commission's Grant 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 Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient 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 (Recipient'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 Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

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

C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

The Recipient 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.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Recipient 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 the Recipient'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..

C. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (https://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. 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. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient 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 Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

Section 23. FEDERAL COMPLIANCE.

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

This Agreement relies on federal funds, therefore, 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 Recipient 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. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

C. Copeland "Anti-Kickback Act".

i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.

ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.

iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

D. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

E. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of "funding agreement" under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

F. Energy Efficiency.

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) applies.

G. Debarment and Suspension Recipient Federal Certification

i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Byrd Anti-Lobbying Amendment

Recipients awarded $100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Grant Manager five (5) business days after Agreement execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the Commission.

I. Procurement of Recovered Materials

i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

b. Meeting Agreement performance requirements; or

c. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.

iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preference for Procurements

i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.

ii. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

L. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

M. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.

ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.

iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).

iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

N. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.

ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.

iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.

iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

O. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment

produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. 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 Contract 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 contract 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 contract the person, firm or other business entity carrying out the provisions of this contract 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 Contract 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 contract 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 contract, the person, firm or other business entity carrying out the provisions of this contract 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.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient 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 Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient 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. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited

to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.

iii. The Parties have two weeks after notice to agree in writing upon a mediator.

iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

    a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

    b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.

    c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

    d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. 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 Recipient of *quantum meruit*.

Section 31. 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.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient 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 Recipient knowingly employs unauthorized aliens.

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor 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 the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract 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. The Department of Homeland Security's E-Verify system can be found online at https://www.e-verify.gov.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor 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 Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. 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 Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Grant 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 Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'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 Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient 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, Recipient 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 Recipient, provided that Recipient 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 Recipient 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.

Section 35. 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 Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form, Attachment C), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating sUAS.

Section 39. 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 Recipient's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

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.

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
St. Johns Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Recipient Signature	Executive Director (or Designee) Signature: Claire Sunquist Blunden
Print Name: Jay Andrews	Print Name: Claire Sunquist Blunden
Title: County Administrator	Title: Section Leader - Wildlife Diversity Conservation
Date: 11/2/26	Date: 11/2/2026

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Executive Order 20-44 Attestation Form
- Attachment D, Federal Certification Regarding Lobbying
- Attachment E, Cost Reimbursement Requirements
- Attachment F, Award Letter
- Attachment G, Sample Invoice Form – Request for Reimbursement
- Attachment H, Subcontractor Utilization Report Form

ATTACHMENT A

SCOPE OF WORK

FWC Contract No. 26142

Section 1. PURPOSE OR PROJECT WORKPLAN

A. The purpose of the SJC Habitat Conservation Plan is to protect Covered Species while allowing for authorized public vehicular beach access. The Habitat Conservation Plan will outline programs and policies to allow for limited public beach driving to continue in a manner and to an extent that is compatible with providing systemwide, long-term Endangered Species Act compliance for Covered Species.

By completing and permitting the SJC Habitat Conservation Plan, SJC will be able to carry out its ongoing vehicular access activities while contributing more fully to USFWS and FWC regional conservation goals and conservation strategies for the Covered Species and the ecological communities that support them.

B. Description of Good/Service

The objectives of this first phase of this project are to (1) scope the development of the Habitat Conservation Plan including identification of any necessary changes to the full suite of activities, species, and lands to be covered; (2) develop a public draft of the Habitat Conservation Plan; and (3) develop a public draft National Environmental Policy Act (NEPA) document. The table below outlines these objectives as a series of tasks, including outcomes and timeframe.

Task Summary	Outcome/Deliverable	Timeframe
Task 1. Permit Renewal Preparation **1.1 Kickoff Meeting** **1.2 Literature Review and Interviews** **1.3 Review existing HCP and ITP** **1.4 Project Management and Agency Coordination**	○ Provide planning and coordination between SJC staff, USFWS, FWC, and maintain accurate tracking of the project tasks, schedule, and budget ○ Kickoff Meeting Report ○ Gather and analyze research and local knowledge ○ Criteria updates including plan area, covered species, and permit duration ○ Establish meeting schedules to provide clear, consistent communication between applicants, consultants, stakeholders, and permitting agencies ○ Literature review ○ Progress reports (as required by grant)	Months 1–24

Task Summary	Outcome/Deliverable	Timeframe

Task 2. Identify Issues
 	
2.1 Stakeholder Engagement
2.2 Field Assessments
	○ Stakeholder Engagement
	  ○ Identify stakeholder groups
	  ○ Facilitate workshops, focus groups, and surveys
	○ Field Surveys and Assessment
	  ○ Current habitat condition assessment
	  ○ Explore impact on other potentially covered species
	  ○ Determine and assess covered activities
		Months 2–20

Task 3. Development of Habitat Conservation Plan **3.1 Impact Analysis** **3.2 Update Beach Use and Conservation Strategies** **3.3 Draft ITP Renewal and Revised HCP** **3.4 Review Process**	○ Understand the effects of covered activities on covered species and demonstrate benefits of conservation strategy ○ Understand and recommend Beach Use strategies to implement HCP ○ Preparation of public draft of revised HCP and draft ITP for county and agency review ○ Facilitate review period for stakeholders and compile comments and coordination with USFWS to develop Biological Opinion	Months 6-20
Task 4. Final Application Submission	○ Finalize HCP revisions ○ Apply for ITP renewal	Months 20–24
Task 5. Preparation of NEPA Documentation	○ Preliminary draft NEPA document for USFWS review	Months 13–24

Task Summary	Outcome/Deliverable	Timeframe
Task 6. Administrative Draft NEPA Document	○ Address any feedback from draft	Months 13-24

C. Background

St. Johns County (SJC) has been awarded a Conservation Planning Assistance grant from the U.S. Fish and Wildlife Service (USFWS) for the renewal of a long-term section 10 Incidental Take Permit (ITP) that will authorize the incidental take of Anastasia Island beach mice (AIBM), and five species of sea turtles causally related to public vehicular beach access initiated under SJC's authorization. The Habitat Conservation Plan (HCP) is a mandatory element of SJC's ITP renewal application. SJC has held an ITP since 2006 and has successfully conducted the requirements established in the current HCP to maintain the conservation strategies deemed important to mitigate and minimize take of the covered species by the covered activities. The task of ITP renewal and HCP revisions will be conducted by consultants Ecological Associates Inc (EAI) and their sub-contractor, ICF. SJC is requesting federal funds through Florida Fish and Wildlife Commission (FWC) to pay for the services of these consultants to ensure that there are no lapses in the conservation efforts that have been in place within SJC for 20 years.

D. Support of Commission Mission / Return on Investment

By completing and permitting the SJC Habitat Conservation Plan, SJC will be able to carry out its ongoing vehicular access activities while contributing more fully to USFWS and FWC regional conservation goals and conservation strategies for the Covered Species and the ecological communities that support them.

Section 2. TERMINOLOGY/ACRONYMS

None.

Section 3. DELIVERABLES

1. Deliverable #1

1.1 Conduct one or more of the following allowable services in each period of service: kickoff meeting, literature review and interviews, review existing HCP and ITP, project management and coordination, stakeholder engagement, field assessments, impact analysis, update beach use and conservation strategies, renewal of ITP and revision of HCP.

Deliverable	Period of Service	Documented In	Reporting Period	Report Due Date

3 months of allowable services listed above	execution – 12/31/26	Progress Report 1	execution – 12/1/26	1/15/27
3 months of allowable services listed above	1/1/27 – 3/31/27	Progress Report 2	1/1/27 – 3/31/27	4/15/27
3 months of allowable services listed above	4/1/27 – 6/30/27	Progress Report 3	4/1/27 – 6/30/27	7/15/27
3 months of allowable services listed above	7/1/27 – 9/30/27	Annual Report 1	execution – 9/30/27	10/15/27
3 months of allowable services listed above	10/1/27 – 12/31/27	Draft Final Report	execution – 12/31/27	1/15/28
3 months of allowable services listed above	1/1/28 – 3/31/28	Final Report	Execution – 3/31/28	4/15/28

1.2 Minimum Level of Performance

Reports required as documented in the table above: Deliverable #1 and documenting that allowable services were conducted consistent with the scope of work, the approved project schedule and methodology therein, and any clarifications or deficiencies noted during FWC's review of the reports addressed.

1.3. Documentation/Criteria for Evaluating the Successful Completion of Deliverable Performance Measure(s)

Progress reports will be submitted at the end of the first three quarters of the project period, an annual report will be submitted at the end of one year, a draft final report will be submitted covering execution through the second to last quarter, and a final report will be submitted covering the entire duration of the project. Each report will undergo a technical review for progress on the minimum performance level. Submitted reports must be consistent with the NTS6 Program Guidelines.

Section 4. PERFORMANCE MEASURES

The Grantee shall perform the activities described in the Scope of Work in compliance with all the terms and conditions of this Agreement. Any and all equipment, products, or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. The Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request. The Grantee shall produce all supplies; and pay for 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 grant requirements and the integrity and reliability that will assure best efforts as a responsible grant recipient.

Section 5. CONTRACT MONITORING

A. Programmatic

The Commission's Contract Manager shall actively monitor the Recipient'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.

Additional monitoring will include but not be limited to review of reports submitted, review of data deliverables and other source documentation to verify services, meetings with personnel, contractors or consultants, adherence to deliverables schedule. Monitoring plans, activities and schedules are subject to change depending on contract progress and outcomes.

B. Fiscal

Fiscal monitoring will minimally occur in accordance with the invoicing schedule and include but not be limited to review of adherence to contract terms and state guidelines; support documentation to verify expenditures allocability, allowability, and reasonability to project budget and tasks (and state funded resources from other projects); and salary-effort review of team members. Additional monitoring may include verification of contracted payments and eligibility of vendors, and confirmation fixed fees and rates are comparable to industry standards.

Section 6. COMPENSATION AND PAYMENT

A. Fee Schedule

The COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed $299,179. Reimbursement shall be requested utilizing Attachment G, Nontraditional Section 6 (NTS6) Invoice Form - Request for Reimbursement. The remaining $60,000 from the federal grant will be utilized by FWC for grant and contract administration.

St. Johns County will be providing the third-party match in the form of direct payments for environmental consulting services, totaling $119,727 for the 24-month grant period of performance. The nonfederal match supports the development of the updated HCP, EA, and ITP renewal.

In addition to the NTS6 Invoice Form - Request for Reimbursement, the GRANTEE must provide, from its accounting system, a listing of expenditures charged against this Agreement. Documentation for all expenditures charged to the Agreement shall be provided in sufficient detail as identified in Attachment E, Cost Reimbursement Guidance.

Each payment request submitted shall include all matching funds and/or match efforts provided during the period covered by the request. Documentation for match must be provided in similar and sufficient detail as expenditures charged against the Agreement.

B. Invoice Schedule

Reports and deliverables shall be submitted separately from invoices. The Commission shall pay the Grantee for satisfactory completion as described in the Agreement, upon submission of required reports documenting deliverables, and after acceptance of reports and deliverables in writing by the Commission's Grant Manager. Upon receipt of the report and/or deliverable(s), the Commission shall have thirty (30) days to either provide the Grantee with written approval or written directives for modification, The Grantee shall submit a revised report and/or deliverable addressing the comments or directives within fourteen (14) business days. Once the report and/or deliverable(s) have been approved, the Grantee shall submit an invoice for payment according to the invoice schedule below and following the format in Attachment E, SWG Invoice Form Request for Reimbursement (available in Microsoft Excel upon request). Each invoice shall include the Commission Agreement number, the period of service, the Grantee's Federal Employer Identification (FEID) Number, invoice for the cost reimbursable amount spent in the associated period of service, and itemized list of expenditures, and associated documentation of expenses. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee must maintain original supporting

documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). A minimum of one (1) copy of the invoice shall be submitted. The Commission shall not provide advance payment. Reports/deliverables shall be submitted on the following schedule:

Deliverables Documented In	Reporting Period	Period of Service	Invoice Due Date
Progress Report 1	execution – 12/31/26	execution – 12/31/26	1/15/27
Progress Report 2	1/1/27 – 3/31/27	1/1/27 – 3/31/27	4/15/27
Progress Report 3	4/1/27 – 6/30/27	4/1/27 – 6/30/27	7/15/27
Annual Report 1	execution – 9/30/27	7/1/27 – 9/30/27	10/15/27
Draft Final Report	execution – 12/31/27	10/1/27 – 12/31/27	1/15/28
Final Report	Execution – 3/31/28	1/1/28 – 3/31/28	4/15/28

Written approval from the Commission shall be required for changes between approved budget categories up to 10% of the total budget amount. If changes between budget categories in excess of 10% of the total budget amount is needed and approved, an amendment to this agreement will need to be executed. The Commission's Grant Manager will transmit a copy of the written approval and revised budget to the Commission Finance and Budget Office for inclusion in the Agreement file. Changes resulting in adjustment to the scheduled invoice amounts will require a formal amendment to the Agreement.

C. Travel Expenses

Travel is authorized on this agreement and included in the overall awarded amount. Allowable travel expenses include costs related to field-testing deployments at state approved rates and in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher (Attachment E). No additional funds will be awarded for travel.

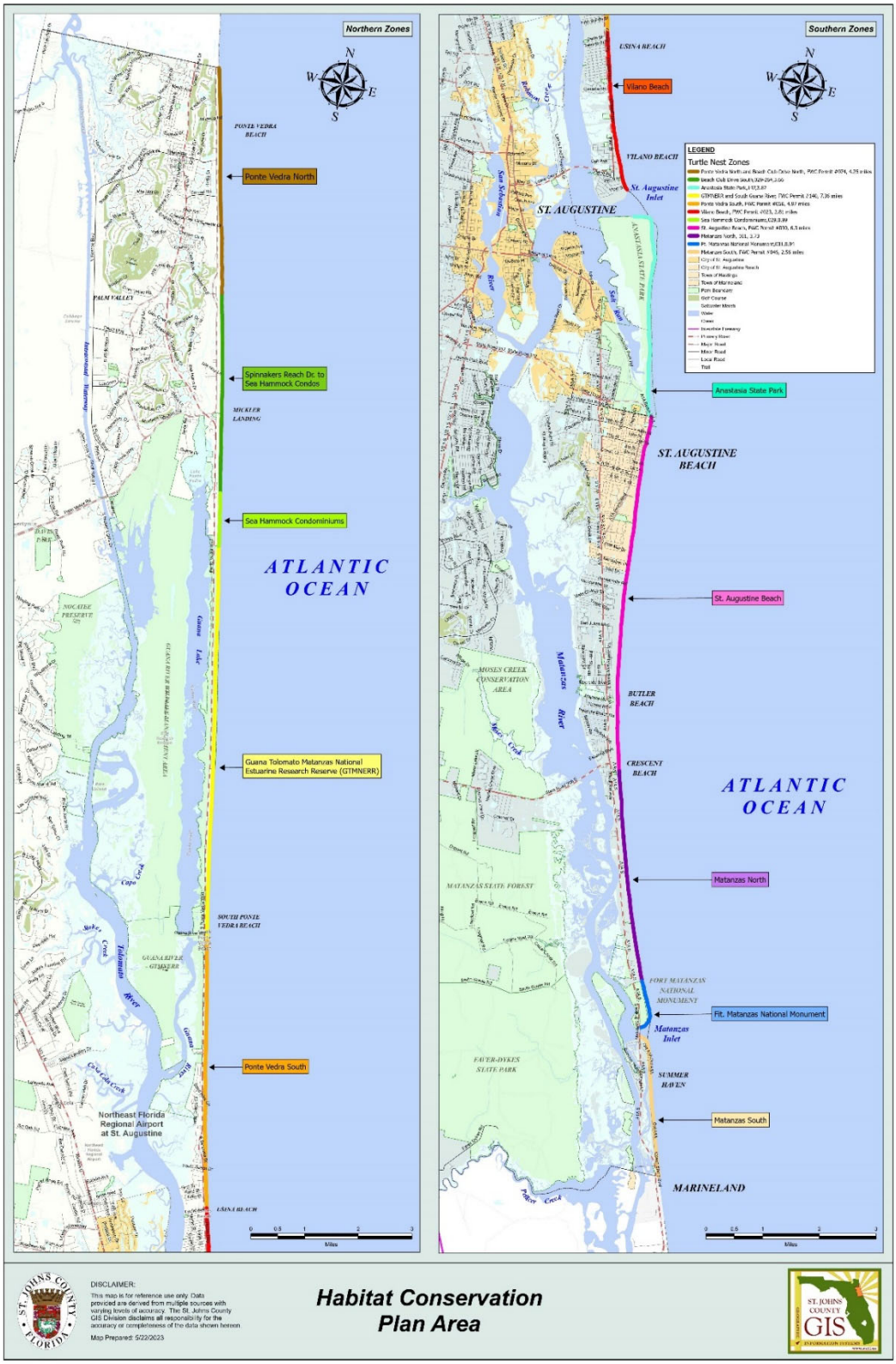
Section 7. FINANCIAL CONSEQUENCES

If the GRANTEE materially fails to accomplish the minimum levels of performance deliverables stated in section B or comply with the terms and conditions of this Agreement, including any Federal or state statutes, rules, or regulations applicable to this Agreement, the COMMISSION will take one or more of the following actions; as appropriate for the circumstances:

a. Temporarily withhold cash payments pending correction of the deficiency by the GRANTEE.
b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
c. Request refund of previously disbursed payments.
d. Wholly or partly suspend or terminate this Agreement.
e. Withhold further awards for the project or program.
f. Take other remedies that may be legally available.
g. Propose GRANTEE for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.

Section 8. FIGURES/IMAGES/MAPS/TABLES, ETC.

A. Project Location/Maps



ATTACHMENT B
AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at https://apps.fldfs.com/fsaa/.

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission *(replace "Department of ABC" with the appropriate reference to the contracting state awarding agency)* to the recipient *(or other appropriate reference to the recipient)* may be subject to audits and/or monitoring by the Florida Fish and Wildlife Conservation Commission, as described in this section.

MONITORING

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

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Florida Fish and Wildlife Conservation Commission by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Florida Fish and Wildlife Conservation Commission. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an

audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: The state awarding agency should address other miscellaneous matters affecting audits of federal awards, such as websites with information that would facilitate the recipient's compliance.

Part II: State Funded

Note: This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Florida Fish and Wildlife Conservation Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Fish and Wildlife Conservation Commission, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Note: The state awarding agency should address other miscellaneous matters affecting audits of state financial assistance, such as identifying websites with information that would facilitate the recipient's compliance.

Part III: Other Audit Requirements

Note: This Part should be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by federal or state laws and is not in conflict with other federal or state audit requirements). Pursuant to section 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

a. The Florida Fish and Wildlife Conservation Commission at each of the following addresses:

Department address(es) (i.e., office(s) responsible for program oversight)

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

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

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

3. *(The state awarding agency should use the following language, if applicable.)* Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

The Florida Fish and Wildlife Conservation Commission at each of the following addresses:

Department address(es) (i.e., office(s) responsible for program oversight)

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

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

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years *(specify appropriate number of years, should be at least five years)* from the date the audit report is issued, and shall allow the Florida Fish and Wildlife Conservation Commission, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Florida Fish and Wildlife Conservation Commission, or its designee, the CFO, or Auditor General upon request for a period of *(specify appropriate number of years, should be at least three years)* years from the date the audit report is issued, unless extended in writing by the Florida Fish and Wildlife Conservation Commission.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

EXHIBIT 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

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

1. Federal Program A:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

2. Federal Program B:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

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

1. Federal Program A:

   List applicable compliance requirements as follows:

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

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

   c. *Etc.*

2. Federal Program B:

   List applicable compliance requirements as follows:

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

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

   c. *Etc.*

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

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

1. Federal Program A:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

2. Federal Program B:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:

   List state awarding agency, Catalog of State Financial Assistance title and number, and $ (amount).

2. State Project B:

   List state awarding agency, Catalog of State Financial Assistance title and number, and $ (amount).

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Florida Fish and Wildlife Conservation Commission for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient.

For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
1875 ORANGE AVE E
TALLAHASSEE, FL 32311-6160
(850) 488-6551

Form Not applicable for Local Government-NO SIGNATURE REQUIRED

Executive Order 20-44 Attestation Form

This form must be returned annually to FWC by April 1 to satisfy the requirements under the Governor's Executive Order Number 20-44, published February 20, 2020. Your attestation is needed for the following information:

Legal Name of Organization: _____

Unique Entity ID: _____

Service Location for Organization: City: _____ County: _____ State: _____

Type of Organization: ☐ Non-Profit ☐ For-Profit ☐ Educational Institution ☐ Local Municipality ☐ Other

1. **If your organization is required to file an IRS Form 990 under Internal Revenue Codes, does the organization currently receive 50% or more of its budget annually from the State of Florida or from a combination of State and Federal funds?** ☐ Yes ☐ No
2. **If the answer to Question 1 is Yes or if your organization is required to file an IRS Form 990 under Internal Revenue Codes and is named in statute with which the agency must form a sole-source, or public-private partnership Agreement, please submit the following to the Contract Manager**.
   a) A copy of the most recent IRS Form 990.
   b) Documentation showing total compensation—to include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout—for all members of the Contractor's executive leadership team for the past tax year.
   c) Total organization compensation from the past tax year: $_____
      State: _____% Federal: _____% Other: _____%
   d) Total number of members: _____

Failure to complete all required fields will result in this form being returned for correction.

3. The Contractor shall provide the information requested in this form on an annual basis to the Contract Manager and is required to inform the Contract Manager of any changes in total executive compensation between the annual reports.

Attestation Statement: As an "Authorized Representative" of the Respondent, I duly attest to the best of my knowledge that all information provided in this questionnaire is accurate and true as presented. I also understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may be subject to civil penalties, attorney's fees, and/or costs.

_____**N/A**_____ _____
Contractor/Authorized Representative Signature Date

_____ _____
Printed Name Title

Organization Form Assistance

- Organizations that file an IRS Form 990 must determine whether they receive **50% or more of their annual budget** from the State of Florida, a combination of State and Federal funds, or are directly named in statute.
- If **"Yes,"** the organization must complete **sections a–d of Question 2**, sign the form, **and enclose a copy of their IRS Form 990**.
- Organizations that **do not** file an IRS Form 990 should select **"No"** to indicate that Question 2 is not applicable and then sign the form.
- If the organization is unsure how to answer the above, it should **consult its accountant or tax professional** for guidance.
- If the organization is a governmental entity, this form is not applicable.

Due Date

Organizations must submit their completed EO 20-44 form to Contract Administration **no later than April 1**. All divisions must ensure compliance with the April 1 submission deadline.

Term

The data reporting term aligns with the calendar year, from **January 1 through December 31**.

For example, data collected from January 1, 2024, through December 31, 2024, must be submitted to Contract Administration by **April 1, 2025**.

Commission's Process

Upon execution of an agreement, the organization will receive a blank EO 20-44 form and will be responsible for completing and returning it to the Commission's Contract Manager. Upon receipt, the Contract Manager will review the form for completeness.

- If the organization selects **"Yes"** indicating that it files an IRS Form 990, the organization must determine whether it receives **50% or more of its annual budget** from the State of Florida, a combination of State and Federal funds, or is directly named in statute.
    - The Contract Manager will forward the completed EO 20-44 form to Contract Administration for processing.
    - Upon completion of processing, Contract Administration will issue a confirmation of completion.
- If the organization selects **"No,"** the form must **not** be sent to Contract Administration. Instead, the Contract Manager will retain the form for record-keeping purposes.

FEDERAL CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. 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 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, St. Johns County Board of County Commissioners, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Michael Lagasse, Environmental Manager

Name and Title of Contractor's Authorized Official

11/5/2026

Date

Attachment E – Cost Reimbursement Guidance

Department of Financial Services
Reference Guide for State Expenditures
Division of Accounting and Auditing
Bureau of Auditing (2/2011)

Cost Reimbursement Contracts

Agencies must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum No. 04 (1996-97). Documentation for each amount for which reimbursement is being claimed must indicate 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 agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements:

Salaries: A payroll register or similar documentation should be maintained. 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.

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**.**

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher.

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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.

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.

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
07/30/2026

1a. SUPERSEDES AWARD NOTICE dated 07/30/2026
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.615 - Cooperative Endangered Species Conservation Fund

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. F26AP02521-02
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN F26AP02521

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD *MM/DD/YYYY*
From 04/01/2026 **Through** *MM/DD/YYYY* 06/30/2028

7. BUDGET PERIOD *MM/DD/YYYY*
From 04/01/2026 **Through** *MM/DD/YYYY* 06/30/2028

AUTHORIZATION (Legislation/Regulations)

Endangered Species Act—Cooperation with States (16 U.S.C. §1535)

8. TITLE OF PROJECT (OR PROGRAM)
FL - St. Johns County Incidental Take Permit Renewal and Habitat Conservation Plan Update

9a. GRANTEE NAME AND ADDRESS
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
620 S Meridian St
Tallahassee, FL, 32399-6543

9b. GRANTEE PROJECT DIRECTOR
Rebecca Pfaller
620 S Meridian St
Tallahassee, FL, 32399-6543
Phone: 850-921-1151

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Roger Young
620 South Meridian Street
Tallahassee, FL, 32399-6543
Phone: 850-487-3796

10b. FEDERAL PROJECT OFFICER
Samantha Hermann
5275 Leesburg Pike
Falls Church, VA, 22041-3806
Phone: 111-11-1111

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages	$	55,880.00
b. Fringe Benefits	$	0.00
c. Total Personnel Costs	$	55,880.00
d. Equipment	$	0.00
e. Supplies	$	0.00
f. Travel	$	0.00
g. Construction	$	0.00
h. Other	$	0.00
i. Contractual	$	418,906.00
j. TOTAL DIRECT COSTS	$	474,786.00
k. INDIRECT COSTS	$	4,120.00
l. **TOTAL APPROVED BUDGET**	$	478,906.00
m. Federal Share	$	359,179.00
n. Non-Federal Share	$	119,727.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	359,179.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	359,179.00
13. Total Federal Funds Awarded to Date for Project Period	$	359,179.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ◯ Yes ◉ No)

GRANTS MANAGEMENT OFFICIAL:
Alex Coley, Grants Management Specialist
1875 CENTURY BOULEVARD
ATLANTA, GA, 30345
Phone: 404-679-7242

17. VENDOR CODE 0070105970 **18a. UEI** J1QQFNP52814 **18b. DUNS** 838103893 **19. CONG. DIST.** 02

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
2	0054020098-00010	$359,179.00	04/01/2026	06/30/2028	5143	HCP - 5944

Attachment G

Nontraditional Section 6 Invoice Form - Request for Reimbursement

Institution/Organization:

Remittance Address:

FEID Number:

Grantee's Grant Mgr:

Grantee's Phone No.:

Grantee's Email:

Grantee's Proj. No.:

Invoice Number:

Invoice Date:

Deliverable Description:

Project Title:

FWC Agreement No.: 26142

FWC Address: Florida Fish and Wildlife Conservation Commission
1875 Orange Ave. East
Tallahassee, FL 32311

FWC Grant Mgr Name: Rebecca Pfaller

FWC Grant Mgr Phone No.: 850-921-1151

FWC Grant Mgr Email: rebecca.pfaller@myfwc.com

Period Covered:

Principal Investigator:

Category of Expenditure:	Full Amount of Documented Expenses for Current Period:	Total of Previously Documented Expenses:	Current Matching Funds:	Matching Funds Previously Reported:
Salaries and Wages	$ -	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Travel (if authorized):				
Mileage	$ -	$ -	$ -	$ -
Meals/Per Diem	$ -	$ -	$ -	$ -
Lodging	$ -	$ -	$ -	$ -
Equipment Operation	$ -	$ -	$ -	$ -
Equipment Rental	$ -	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -	$ -
Comp/Data Processing	$ -	$ -	$ -	$ -
Contractual	$ -	$ -	$ -	$ -
Other Costs	$ -	$ -	$ -	$ -
Match Volunteer/In Kind			$ -	$ -
Indirect	$ -	$ -	$ -	$ -
Totals	**$ -**	**$ -**	**$ -**	**$ -**

Total Previously Paid:

Total Remaining in Agreement:

Grantee Certification:
The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the able cited grant activities.

Authorized Signature

Date

FWC Use Only:

The terms of this contract were met and the goods or services were received, and accepted as satisfactory and received as

Date Invoice Received:

Received by:

FWC Contract Manager:

Approved Date:

Florida Fish and Wildlife Conservation Commission
1875 Orange Ave E.
Tallahassee, FL 32311-6160
(850) 488-6551

Attachment

Subcontractor Utilization Report Form

Date:

Contractor's Company Name:

Contractor's Address:

Contractor's FEIN:

FWC Solicitation/Contract Number:

FWC Project Title:

Contractor's Invoice Number:

Subcontractor Name	Subcontractor FEIN	CBE Code	Subcontractor Payment Amount
			$
			$
			$
			$
Total Subcontractor Amount			$

CBE Codes: A - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

Conservation Planning Assistance Grant Memo
10/30/2026

St. Johns County holds a 20-year Incidental Take Permit (ITP) issued by the U.S. Fish and Wildlife Service (USFWS) under the Endangered Species Act (ESA) to authorize the incidental take of sea turtles and the federally threatened Anastasia Island Beach Mouse (AIBM) that occurs as a result of lawful public beach activities. Lawful activities as set forth in the accompanying Habitat Conservation Plan (HCP) include activities such as coastal construction access, beach driving, horseback riding, North Beach 4x4 driving, special events and commercial fishing. The ITP was issued in 2006 and is due for an update in August 2026. In order to receive consideration and approval of a new ITP, the County is required to submit and receive approval for the updated HCP by USFWS and the Florida Fish and Wildlife Conservation Commission (FWC).

- The BCC appropriated $400,000.00 in the FY 2024-2025 Budget for the purpose of hiring a qualified consultant for this required update.

- In February 2025, Staff applied for a Conservation Planning Assistance Grant through FWC to offset costs to the required update.

- In May of 2025, Ecological Associates, Inc. (EAI) was awarded Professional Services Contract No: 25-PSA-ECO-20960 for the HCP update at a cost of $398,125.22.

- In February 2026, Staff was notified that the grant had been approved and was awaiting award notice through the FWC.

- On October 29, 2026 FWC provided FWC Agreement 26142 for BCC approval.

Staff requests Board of County Commissioner approval of the terms, conditions, and requirements of the Conservation Planning Assistance Grant to offset relevant, approved costs related to the required HCP update.

The Conservation Planning Assistance Grant is a category grant under Cooperative Endangered Species Conservation Fund Grants (CESCFG) which are managed by the US Fish and Wildlife Service (USFWS) under Section 6 of the Endangered Species Act to help States participate in conservation projects for listed, candidate, and at-risk species on non-Federal lands. Eligible activities include document preparation, public outreach, baseline surveys, habitat assessments, and environmental compliance. The grants are issued to States and managed by the Florida Fish and Wildlife Conservation Commission (FWC). St. Johns County

would be considered a sub-recipient of the Conservation Planning Assistance grant with oversight from the FWC and must contribute a minimum 25% of the estimated program costs of approved projects.
The state will be awarded $60,000 for grant and contract administration and the County will be awarded 63% of the project costs up to a maximum of $299,179.

The required match for the grant, a total of $119,727 will come from the General Fund. Due to a delay in the Federal government's issuance of the notice of award and due to FWC stipulations that expenses which are incurred and eligible for the grant are limited to 60 days "pre-award", the shared costs of the grant are limited to those expenses incurred 60 days prior to issuance of the award and those eligible expenses incurred through the completion of the updates.

The Resolution authorizes the County Administrator to execute related documents and take any other actions necessary in connection with completion of the Conservation Planning Assistance Grant.