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

**AGREEMENT NO.** 21110

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| **CFDA Title(s):** N/A | **CFDA No(s).:** N/A |
| **Name of Federal Agency(s):** N/A | |
| **Federal Award No(s):** N/A | **Federal Award Year(s):** N/A |
| **Federal Award Name(s):** N/A | |
| **CSFA Title(s).:** Florida Boating Improvement Program | **CSFA No(s).:** 77.006 |
| **State Award No(s).:** 21110 | **State Award Year(s):** 2021 |
| **State Award Name(s):** Martin County - Boat Ramp Renovations to Charlie Leighton Park | |

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Martin County Board of County Commissioners, FEID # 59-6000743, whose address is 2401 SE Monterey Road, Stuart, FL 34996, hereinafter "**Grantee**."

**WHEREAS**, the Commission and Grantee have partnered together to design, engineer, and acquire permits to renovate the Charlie Leighton Park Boat Ramp; and,

**WHEREAS,** Grantee has been awarded Florida Boating Improvement Program #21110; and,

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

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

**1. PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

**2. PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

**3. AGREEMENT PERIOD.**

**A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2024. However, as authorized by Rule 68-1.003, F.A.C., 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 not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. 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.

**4. COMPENSATION AND PAYMENTS.**

**A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $40,000.

**B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, 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 identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

**C.** **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

**D.** **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

**E.** **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

**F.** **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 Grantee in writing at the earliest possible time if funds are not appropriated or available.

**G.** **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

**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 the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the 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 Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

**I.** **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

https://www.myfloridacfo.com/Division/AA/Vendors/default.htm

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

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

**5. RETURN OR RECOUPMENT OF FUNDS.**

**A.** **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee 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 Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".

**B.** **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee 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 Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

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

**A.** **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee 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 Grant Manager.

**B.** **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee 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 Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

**7. MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

**8. TERMINATION.**

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

**C. Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**D. 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 Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

**E. Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

**9. REMEDIES.**

**A. Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, 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 Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be

deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

**B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

**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 fax numbers, 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. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**
Grant Manager
Nickie Stricker
FBIP Administrator
Florida Fish and Wildlife
Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
(850) 488-5600

Email: FBIP@MyFWC.com

**FOR THE GRANTEE:**
Grant Manager
Mark Lynch
Deputy Director, Parks & Recreation
Martin County Board of
County Commissioners
2401 SE Monterey Road
Stuart, Florida 34996
(772) 221-2349
Fax: (772) 221-1333
Email: mlynch@martin.fl.us

**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 Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

**C. Renegotiation upon Change in Law or Regulation.** 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.

**12. PROPERTY RIGHTS.**

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

**A. Intellectual and Other Intangible Property.**

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

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 Grantee 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 Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. 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, Scope of Work.

**C. Non-Expendable Property.** The following provisions apply to the extent that the grant allows the acquisition of 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 **$1,000.00** 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, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of 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

**13. RELATIONSHIP OF THE PARTIES.**

**A. Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

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

**C. Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

**D. Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

**E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

**14. SUBCONTRACTS.**

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

**A. Authority.** The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

**D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

**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 and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee 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). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

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

convicted vendor list. Grantee 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 Grantee, 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:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_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.

**C. Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee 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 Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, 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.

**D. Discriminatory Vendors.** Grantee 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. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the

Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees 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.

**F. 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), Grantee 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.

**16. INSURANCE.**

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

**17. SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

**18. PUBLIC RECORDS.**

**A.** All records in conjunction with this Grant 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 Grantee 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 Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

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

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, 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.

**19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, 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 Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee 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 Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**20. SECURITY AND CONFIDENTIALITY.**

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

**21. RECORD KEEPING REQUIREMENTS**.

**A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

**B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of

Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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

**D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee 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: http://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 Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

**22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

**23. FEDERAL COMPLIANCE.**

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

i. **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).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
iv. **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.

v. **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.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

**A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

**B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

**C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. 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 contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

**D. Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

**F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**G. 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).

**H. Debarment and Suspension Contractor Federal Certification**. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

**I. Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

**J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

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

**25. CONTRACT-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.** Grantee 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.

**26. PROFESSIONAL SERVICES.**

**A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

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

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

**27. INDEMNIFICATION.**

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

**28. NON-DISCRIMINATION.**

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

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

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. 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.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

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

i. **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 Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

ii. **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.

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

iv. **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.

v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order 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 Purchase Order.

**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 the Grantee believes is excusable under this paragraph, Grantee 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 Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**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 Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

**36. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**
**SIGNATURE PAGE TO FOLLOW**

**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.

Florida Fish and Wildlife Conservation Commission

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
Executive Director (or designee)

Name: _____

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____
DOUG SMITH, CHAIRMAN

Title: _____

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Date: _____

Approved as to form and legality:

_____
SARAH W. WOODS, COUNTY ATTORNEY

Brandy E. Elliott
_____
FWC Attorney Signature

Attachments in this Agreement include the following:

| | | |
|---|---|---|
| Attachment | A | Scope of Work |
| Attachment | B | Requirements of the Federal and Florida Single Audit Acts, Exhibit 1 |
| Attachment | C | Monitoring Guidelines |
| Attachment | D | Cost Reimbursement Requirements |
| Attachment | E | Boating Access Performance Tracking and Reporting Forms |
| Attachment | F | Notice of Grant Agreement (Site Dedication) |

# SCOPE OF WORK

## 1. PROJECT DESCRIPTION

**A. Purpose and Background**: The Martin County Board of County Commissioners (Grantee) will use grant funds to design, engineer, and permit renovations to the Charlie Leighton Park Boat Ramp in Martin County, Florida.

**B. Project Benefits**: This project will result in a final design and permitting of renovations to the boat ramp and amenities at Charlie Leighton Park. Martin County anticipates that the improved facility will demonstrate a 20% greater usage, attracting a total of more than 7,200 boaters annually, which will generate economic revenue in the community. Improvements will create safer boat ramps and reduce potential for accidents and injuries.

**C. Type of Agreement**: This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

**D. Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

## 2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $40,000.

**A. Deliverable 1**: The Grantee will, through own staff or through contracted services, design and engineer plans for ramp surface, dock, piling, lighting, shoreline, and ADA compliance renovations to the Charlie Leighton Park Boat Ramp.

**Deliverable 1 Tasks**:

- The Grantee will complete all required environmental surveys;
- Create draft plans to be approved by FBIP grant manager;
- Upon approval, create final plans for the replacement ramp.

**Compensation**: Total payment for this deliverable will be $36,000.

**Minimum Performance**: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation**: Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide topographic and bathymetric surveys conducted; draft plans; and final plans to the FBIP grant manager. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

**B. Deliverable 2**: The Grantee will, through own staff or through contracted services, acquire all permits required for renovations to the Charlie Leighton Park Boat Ramp.

**Deliverable 2 Tasks**:

- The Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for, and;
- Upon receipt of approval or other notices by the permitting agencies, provide copies to the FBIP grant manager.

**Compensation**: Total payment for this deliverable will not exceed $4,000.

**Minimum Performance**: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation**: Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide documented proof of contracted services rendered, copies of applications to permitting agencies, and copies of approved permits or other actions taken by permitting agencies. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

## 3. FINANCIAL CONSEQUENCES

**A.** Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

**B.** In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.

**C.** Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.

**D.** Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

## 4. PERFORMANCE

**A. Permit Requirements**: The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

**B. Procurement**: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

**C. Engineering**: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

**D. Construction**: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

**E. Commencement of Work**: The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

**F. Performance Criteria**: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 21-008, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

**G. Certificate of Completion**: Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

**H. Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.

**I. Site Dedication**: For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of

Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication. a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

**J. Acknowledgement**: Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

**K. Directional Signs**: Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase,

erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

## 5. BUDGET

**A. Project Budget**: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $40,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

| Deliverable | | FBIP Request | Grantee Cost Share | Total (FBIP + Cost Share) |
|---|---|---|---|---|
| | Administration (Project Management) | $0 | $0 | $0 |
| 1, 2 | Contracted Services | $40,000 | $39,000 | $79,000 |
| | Site Preparation | $0 | $0 | $0 |
| | Demolition & Removal | $0 | $0 | $0 |
| | Construction | $0 | $0 | $0 |
| | Equipment (Rental or In-Kind Use) | $0 | $0 | $0 |
| | Contingency Costs | $0 | $0 | $0 |
| | Other Costs | $0 | $0 | $0 |
| | Pre-Award Costs | $0 | $0 | $0 |
| | **TOTAL** | **$40,000** | **$39,000** | **$79,000** |
| | **PERCENTAGE** | **50.63%** | **49.37%** | **100.00%** |

**B. Cost Share**: The Grantee agrees to provide 49.37% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 21-008. The total compensation by the Commission shall be $40,000 or 50.63% of the total cost, whichever is less.

**C. Pre-Award Costs**: The Martin County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

## 6. COMPENSATION AND PAYMENT

**A. Fee Schedule**: This section is not applicable

**B. Travel Expenses**: No travel expenses are authorized under the terms of this Agreement.

**C. Cost Reimbursement**: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $79,000. The Commission agrees to reimburse the Grantee for an amount not to exceed $40,000 or 50.63% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $39,000 or 49.37% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

**D. Invoice Schedule and Payment**: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

**E. Forms and Documentation**: After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and 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) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract

Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

## 7. MONITORING SCHEDULE

**A. Compliance Monitoring and Corrective Actions**: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

**B. Site Inspections**: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

**C. Project Maintenance**: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

**D. Project Progress Reports**: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

| **Reporting Period** | **Report due by:** |
|---|---|
| January through March | April 15th |
| April through June | July 15th |
| July through September | October 15th |
| October through December | January 15th |

**E. Annual Reports**: Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

## 8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

## 9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant manager. Refer to Section 14 of the Agreement.

## 10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

## 11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

## 12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

## 13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

## 14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

## 15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

**A. Fees**: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

**B. Drug-Free Workplace Requirement for Construction Contractors**: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

**C. Contractor Eligibility**: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

## MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

## AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

**A.** This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

**B.** In the event that the Subrecipient expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

**C.** In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

**D.** If the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

**E.** Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

**F.** If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.

**G.** If the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).

**H.** A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

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

**A.** In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

**B.** In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

**C.** If the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).

**D.** Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

**E.** Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General**
**Florida Fish and Wildlife Conservation Commission**
**Bryant Building**
**620 S. Meridian St.**
**Tallahassee, FL 32399-1600**

**PART III: REPORT SUBMISSION**

**A.** Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

   **Office of Inspector General**
   **Florida Fish and Wildlife Conservation Commission**
   **Bryant Building**
   **620 S. Meridian St.**
   **Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

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

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

**B.** Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

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

1. The Commission at the following address:

   **Office of Inspector General**
   **Florida Fish and Wildlife Conservation Commission**
   **Bryant Building**
   **620 S. Meridian St.**
   **Tallahassee, FL 32399-1600**

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

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

**D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

***- End of Attachment –***

**Exhibit 1**
**FEDERAL AND STATE FUNDING DETAIL**

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

| Federal Program(s) Funds | | |
|---|---|---|
| **CFDA #** | **CFDA Title** | **Amount** |
| | | |
| | | |
| | Total Federal Awards | |

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

| Federal Program(s) Compliance Requirements | |
|---|---|
| **CFDA #** | **Compliance Requirements** |
| | |
| | |
| | |

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

| Matching Funds Provided by CFDA | | |
|---|---|---|
| **CFDA #** | **CFDA Title** | **Amount of Matching Funds** |
| | | |
| | | |
| | Total Matching Funds Associated with Federal Programs | |

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

| State Project(s) | | |
|---|---|---|
| **CSFA #** | **CSFA Title** | **Amount** |
| 77.006 | Florida Boating Improvement Program | $40,000.00 |
| | | |
| | Total State Awards | $40,000.00 |

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

| State Project(s) Compliance Requirements | |
|---|---|
| **CSFA #** | **Compliance Requirements** |
| 77.006 | Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019 |
| | |
| | |

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

***- End of EXHIBIT 1 -***

# Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined may include:

Management and administrative procedures;
Grant folder maintenance;
Accounting system;
Program for obsolescence;
Status of expenditures;
Status of planning, design and engineering activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NEPA/Section 7/EHP compliance documentation;
Equal Employment Opportunity (EEO Status);
Americans with Disabilities Act (ADA Status);
Procurement Policy
Procurement documents
Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USWFWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

<u>On-Site Monitoring Protocol:</u>

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

<u>Site Visit Preparation:</u>

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

<u>On-Site Monitoring Visit:</u>

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

## COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the apporoved contract budget. Additionally, the invoice 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 contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. 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 contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

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

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.

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

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts 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.

# ATTACHMENT E
# FWC BOATING ACCESS GRANTS
# GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

AGREEMENT# 21110

**Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):**

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

## FORM 1A

### Completing the Quarterly Report

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number.
   Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement
2. number.

### Financial History

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

### Performance Tracking

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Tile:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

******Both Grant Manager and Financial Officer should verify and sign off on this section. ******

# ATTACHMENT E
# FWC BOATING ACCESS GRANTS
# GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

## FORM 1B

### Project Status for Reporting Quarter

Provide a detailed narrative status update for all projects.

### Timeline of Events for Reporting Quarter

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

### Other

List any additional project information.

### Technical Assistance

If technical assistance is needed, please indicate the type of technical assistance required.

**Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.**

## FORM 2

### Completing Reimbursement Request FORM 2

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

## FORM 3

### Detail Of Claims

1. Fill in your Agency/Organization Name and Agreement number.
2. Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable to the reimbursement request.

- **Vendor:** Indicate the vendor used for purchase/service.
- **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
- **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
- **Description:** Brief description of purchase/service provided.
- **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate indicate that on description section or notate on backup document.

# ATTACHMENT E
# FWC BOATING ACCESS GRANTS
# GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

**FORM 4**

## Instructions for Completing the Time and Effort Reporting (if applicable)

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

**FORM 5**

## Instructions for Completing the Certification of Completion Statement

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

**FORM 6**

## Completing the Final Project Closeout Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

## Date Expenditure(s) Payment Received

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

## Program Income, Refund And/or Final Interest Check

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

**Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.**

## FORM 7

## Post Award Use & Access Annual Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

## FORM 8

## Subcontractor List

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

# STATE OF FLORIDA
# FWC BOATING ACCESS GRANTS
# FINANCIAL HISTORY & PERFORMANCE TRACKING
# ATTACHMENT E - FORM 1A

**Recipient/Subrecipient**

Martin County BOCC

**AGREEMENT#** 21110

QUARTERLY REPORTING DUE DATES

*(Drop box list below select the quarter of activity being reported along with year)*

**Period:** Select Period of Performance

## Financial History Report

**For directions click link** Instructions

Shaded cells are calculated for you. You do not need to enter anything into them.

| Category | Total Allocated | Quarterly Funds Expended | Total Funds Expended | Expenditure(s) Percent | Remaining Balance |
|---|---|---|---|---|---|
| Administration Costs (max 5% of total) | | | | #DIV/0! | $ - |
| Contracted Services | | | | #DIV/0! | $ - |
| Permitting & Project Inspection Fees | | | | #DIV/0! | $ - |
| Site Preparation | | | | #DIV/0! | $ - |
| Demolition & Removal | | | | #DIV/0! | $ - |
| Construction | | | | #DIV/0! | $ - |
| Equipment (Rental or In-Kind Use) | | | | #DIV/0! | $ - |
| Contingency Costs | | | | #DIV/0! | $ - |
| Other Costs | | | | #DIV/0! | $ - |
| Pre-Award Costs | | | | #DIV/0! | $ - |
| **Total Expenditures** | | | | | **$ -** |

## Performance Tracking

| Project Title | Category | Start Date | Projected End Date | Percentage Completed | Funds Allocated (Budget) | Project Status |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **TOTAL** ***(or Average Percentage)*** | | | | **#DIV/0!** | **$ -** | |

Cumulative Amount Previously Submitted for Reimbursement _____ Total Received _____

**I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.**

Signed:_____ Date: _____

**Grant Manager**

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed:_____ Date: _____

**Financial Officer**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

# FWC BOATING ACCESS GRANTS
## Quarterly Status Report
## ATTACHMENT E - FORM 1B

**Recipient/Subrecipient**
Martin County BOCC

**AGREEMENT#** 21110

**INSTRUCTIONS**

**For instructions on completing**
*click the HELP button*

PROJECT STATUS (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

TIMELINE OF EVENTS FOR REPORTING PERIOD

OTHER (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

**TECHNICAL ASSISTANCE**

Is technical assistance needed: _____ If "yes", are you requesting, onsite visit or phone call _____

**I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.**

Signed:_____ Date: _____

**Grant Manager**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA**

**FWC BOATING ACCESS GRANTS**

**REIMBURSEMENT REQUEST**

**ATTACHMENT E - FORM 2**

**Recipient/Subrecipient**
Martin County BOCC

**AGREEMENT#** 21110

| | |
|---|---|
| Agreement Amount | |
| Submission Date | |
| Reimbursement # | |
| Requested Amount | |

**COSTS INCURRED DURING THE PERIOD OF:** _____ **THROUGH** _____

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

| | Total Cost | Match/Cost Share | Other | Grant Cost (FBIP/BIGP/SFR) |
|---|---|---|---|---|
| Administration Costs (max 5% of total) | | | | |
| Contracted Services | | | | |
| Permitting & Project Inspection Fees | | | | |
| Site Preparation | | | | |
| Demolition & Removal | | | | |
| Construction | | | | |
| Equipment (Rental or In-Kind Use) | | | | |
| Contingency Costs | | | | |
| Other Costs | | | | |
| Pre-Award Costs | | | | |
| **Totals** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Percentage** | **#DIV/0!** | **#DIV/0!** | **#DIV/0!** | **#DIV/0!** |

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed:_____ Date: _____
**Grant Manager**

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed:_____ Date: _____
**Financial Officer**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**TO BE COMPLETED BY FWC STAFF**

| | |
|---|---|
| **AGREEMENT AMOUNT** | |
| **PREVIOUS PAYMENT(S)** | **#VALUE!** |
| **THIS PAYMENT** | |
| **REMAINING BALANCE** | **#VALUE!** |

**TOTAL AMOUNT TO BE PAID**

**ON THIS INVOICE**

**DATE SUBMITTED TO FWC** _____

# STATE OF FLORIDA
# FWC BOATING ACCESS GRANTS
# DETAIL OF CLAIMS BY CATEGORY
# ATTACHMENT E - FORM 3

**Complete this form once for each category claimed in this reimbursement request. Itemize each expense that makes up the total claimed for that category.**

**Recipient/Subrecipient:** Martin County BOCC **AGREEMENT #** 21110

**COST INCURRED DURING THE PERIOD OF:** January 0, 1900 **THROUGH** #VALUE!

| Category | VENDOR | DATE PAID | CHECK # or EFT | DESCRIPTION | Match/Cost Share | Grant Cost (FBIP/BIGP/SFR) |
|---|---|---|---|---|---|---|
| | | | | | | |
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| | | | | **TOTAL EXPENDITURES** | $ - | $ - |

**FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST**

**STATE OF FLORIDA**
**FWC BOATING ACCESS GRANTS**
**TIME AND EFFORT**
**ATTACHMENT E - FORM 4**

**This form is required to accompany reimbursement claims for salaries credited as match/cost share to the grant.**

**Employee Name:** _____ **Agreement:** 21110

**Pay Period:** _____ TO _____ **Indicate Contracted Hours for Pay Period** _____

| | | Week 1 | | | | | | | | Week 2 | | | | | | | | Grand Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hours Type | S | S | M | T | W | T | F | Total | S | S | M | T | W | T | F | Total | |
| 1 | Administration Costs (max 5% of total) | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 2 | Vacation | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 3 | Sick Time | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 4 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 5 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 6 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 7 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 8 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 9 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 10 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 11 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 12 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 13 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| 14 | | | | | | | | | 0 | | | | | | | | 0 | 0 |
| | **Daily Totals** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | **Week One Total** | | | | | | | | **Week Two Total** | **0** |

| | |
|---|---|
| **I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.** | **I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.** |
| **Employee Signature:** **Date:** | **Supervisor Signature:** **Date:** |

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.**

# STATE OF FLORIDA
# FWC BOATING ACCESS GRANTS
# ATTACHMENT E - FORM 5

## CERTIFICATION OF COMPLETION STATEMENT

**Grant Program:**

_____ Boating Infrastructure Grant Program (BIGP)
x Florida Boating Improvement Program (FBIP)
_____ Sportfish Restoration Program (SFR)

**FWC Agreement #** 21110

I, _____
(Print or Type Name and Title)

representing _____
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 21110 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

## CERTIFICATION BY COMMISSION

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

_____
(Division)

_____ _____
(Signature) (Date)

_____
(Print ot Type Name and Title)

Inspected: _____ Yes _____ No or N/A _____ Engineer Reviewed

_____ _____
(Name of Inspector/Engineer) (Date of Inspection)

# STATE OF FLORIDA
# FWC BOATING ACCESS GRANTS
# PROJECT CLOSE-OUT REPORT
# ATTACHMENT E - FORM 6

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

| | |
|---|---|
| **Martin County BOCC** | 21110 |
| **RECIPIENT / SUBRECIPIENT** | **AGREEMENT #** |
| **0** | **$ -** |
| **ADDRESS** | **AGREEMENT AMOUNT** |
| **0** | |
| **CITY AND STATE** | **AGREEMENT PERIOD OF PERFORMANCE** |

| (1) COST CATEGORIES | (2) TOTAL EXPENDITURES | (3) DATE EXPENDITURE(S) PAYMENT RECEIVED DATE* | (4) AMOUNT |
|---|---|---|---|
| Administration Costs (max 5% of total) | | | |
| Contracted Services | | | |
| Permitting & Project Inspection Fees | | | |
| Site Preparation | | | |
| Demolition & Removal | | | |
| Construction | | | |
| Equipment (Rental or In-Kind Use) | | | |
| Contingency Costs | | | |
| Other Costs | | | |
| Pre-Award Costs | | | |
| Total | $ - | Total | $ - |

## Please Indicate Amounts For The Following:

| | |
|---|---|
| Agreement Amount | $ - |
| Total Expenditures | $ - |
| Deobligated Funds | $ - |

Was income earned on the project during the POP? Y/N

Were funds expended in accordance with agreement terms? Y/N

All quarterly reports submitted up to current reporting period? Y/N

Certification of Completion & photos submitted? Y/N

## REFUND AND/OR PROGRAM INTEREST CHECK

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: **01/00/00**

**Make check payable to :** **Florida Fish & Wildlife Conservation Commission**

Grants & Revenue Section
Florida Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N

**I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.**

**Signed:** _____ **Date:** _____

**Grant Manager**

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

**Signed:** _____ **Date:** _____

**Financial Officer**

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.**

**STATE OF FLORIDA**
**FWC BOATING ACCESS GRANTS**
**POST AWARD USE & ACCESS ANNUAL REPORT**
**ATTACHMENT E - FORM 7**

**Recipient:** **Martin County BOCC** **FWC AGREEMENT #** **21110**

**Project Title:** _____

**Project Address:** _____

**Agreement End Date:** _____

**Useful Life End Date:** _____

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

$

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: _____ Date: _____

Title: _____

Submitted by: _____

Title: _____

# STATE OF FLORIDA
# FWC BOATING ACCESS GRANTS
# SUBCONTRACTOR LIST
# ATTACHMENT E - FORM 8

AGREEMENT# 21110

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Identifier

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Identifier

DUNS/Unique Entity ID

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

| | |
|---|---|
| Original signature | Witness |
| Printed Name | Printed Name |
| Title | Witness |
| Date | Printed Name |

STATE OF FLORIDA
COUNTY OF _____

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

Stamp:

_____
Notary Public, State of Florida