

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

AGREEMENT NO. 19007

CFDA Title(s): State Wildlife Grants Program	CFDA No(s): 15.634
Name of Federal Agency(s): U.S. Fish and Wildlife Service	
Federal Award No(s): FL-T-F19AF00403	Federal Award Year(s): 2019
Federal Award Name(s): T-53 Marine and Estuarine Projects Grant Cycle 2018	
CSFA Title(s): N/A	CSFA No(s): N/A
State Award No(s): N/A	State Award Year(s): N/A
State Award Name(s): N/A	

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 Martin County Board of County Commissioners, FEID # 59-6000743, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to complete the project titled, "Jensen Beach Impoundment Mangrove Restoration Project; and,

WHEREAS, Grantee has been awarded a portion of Federal Grant FL-T-F19AF00403; 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 9/31/2021. 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 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, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

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 \$75,000.00.
- 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 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:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

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

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

5. 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
Robyn McDole
SWG Assistant Coordinator
FWC
620 S. Meridian St.
Tallahassee, FL 32399
(850) 488-3831
(850) 921-7793
Robyn.McDole@myFWC.com

FOR THE GRANTEE:

Grant Manager
Lisandra Bonet
Grant Manager
Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, FL 34996
(772) 288-5468
(772) 463-3290
lbonet@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.

- A. Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. 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. 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.
- B. 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 STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected

- or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

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. This Agreement relies on federal funds, therefore, the following terms and conditions apply:

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the 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 laborers. 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).

- A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

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 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.

**MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

(SEE ATTACHED SIGNATURE PAGE)

SIGNATURE _____

Name: _____

Title: _____

Date: _____

SIGNATURE _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:



COMMISSION ATTORNEY SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Audit Requirements
Attachment	C	Federal Award Letter
Attachment	D	Certification of Completion
Attachment	E	FWC MetaRep Metadata Tool Form
Attachment	F	SWG Invoice Form Request for Reimbursement
Attachment	G	Cost Reimbursement Guidance
Attachment	H	FWC Voucher for Reimbursement of Travel Expenses

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Attachment A – SCOPE OF WORK

Project Name:	Jensen Beach Impoundment Mangrove Restoration Project	FWC Agreement No.	19007
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOOD/SERVICES

In the aftermath of Hurricane Irma, an acute mortality event occurred resulting in the loss of 50-acres of mangrove habitat from the Jensen Beach Impoundment. The mortality event was the result of multiple stressors including aging and insufficient hydrological infrastructure, post hurricane defoliation, heavy late season rainfall, and seasonal high tides. This caused sustained high-water levels, poor water quality, and mangrove mortality. In order to promote recovery through natural seedling recruitment, and increase discharge capacity to prevent high water levels, additional connections with the Indian River Lagoon (IRL) are needed which will be accomplished by the installation of culverts.

Objectives

OBJECTIVE 1: Consultant will obtain pre-project water quality (dissolved oxygen, salinity, hydrogen sulfide levels, pH, volatile organic compounds) and water level data by Q1 of FY19-20. Consultant will continue to obtain these data throughout the project period.

OBJECTIVE 2: Project Personnel and Partners will complete site evaluation and identify target areas for the installation of culverts, spillways, and channel improvements by the end of Q1 of FY19-20.

OBJECTIVE 3: Project Engineer, Principal Investigators, and Partners will develop construction ready design and complete regulatory permitting process by Q3 of FY19-20

OBJECTIVE 4: Project Personnel will complete construction and culvert installation by Q4 of FY19-20

OBJECTIVE 5: Consultant will obtain post-project water quality (dissolved oxygen, salinity, hydrogen sulfide levels, pH, volatile organic compounds) and water level data Q1-Q3 of FY20-21.

Methods

Below are the methodologies to be utilized broken down by objective.

OBJECTIVE 1: The County has already established a series of water quality and level monitoring stations throughout the Impoundment. Florida Oceanographic Society (FOS), working in conjunction with volunteers, has been partnering with the County in collecting and analyzing the data. They will continue in this role as an in-kind match partner. The County has also invested in environmental consulting services to measure water quality parameters and rule out site contamination. Staff gauges have been installed in priority areas within the impoundment by professional surveyors with extensive experience in wetland environments. This will allow for the normal hydrology of the impoundment and surrounding sites to be identified. Identifying normal hydrology parameters is ultimately the most important component for successful mangrove restoration efforts⁷. The Project Engineer has developed a draft conceptual design (see Figure A).

Attachment A – SCOPE OF WORK

Project Name:	Jensen Beach Impoundment Mangrove Restoration Project	FWC Agreement No.	19007
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OBJECTIVE 2: Martin County will consult and work with FOS, Jeff Beal from the Florida Fish and Wildlife Conservation Commission, the Subcommittee on Managed Marshes and Ron Brockmeyer from the St. Johns River Water Management District to review and revise the conceptual design. Martin County will continue to work with these partnering agencies during the implementation of this project and future projects planned for the full restoration and enhancement of the Jensen Beach Impoundment. Multi-agency partnerships contributed to the success of past hydrological restoration efforts conducted along impoundment wetlands within the IRL with the benefit-to-cost ratio for fisheries conservatively estimated at 50 to 18.

OBJECTIVE 3: Based upon best practices recommendations provided by partners, the Project Engineer and Principal Investigators will develop construction ready project design. Upon approval of design, Project Personnel will complete the regulatory permitting process.

OBJECTIVE 4: Utilizing internal resources and experienced Project Personnel culverts will be installed.

OBJECTIVE 5: Martin County will utilize consulting services to obtain post-project water quality (dissolved oxygen, salinity, hydrogen sulfide levels, pH, and volatile organic compounds), and water level data. Project Personnel will complete pre/post trend vegetative surveys, this will include trend photo point plots, and quadrant density surveys following guidance from the Food and Agriculture Organization of the United Nations⁹. This will establish a baseline for mangrove density and canopy health.

FUTURE OBJECTIVES: Additional funding sources will be identified for future work to continue hydrological improvements at the site. Specifically, the County will identify and restore old channels within the Impoundment that can improve tidal flushing and hydrological connectivity. The channels have been filled in by sedimentation and encroachment of mangroves. Additionally, spillways will be installed to enable water to rapidly escape the system during extreme weather events. One of the causes of the mangrove die off was that water could not escape the area in the aftermath of Hurricane Irma and subsequent king tide events.

B. BACKGROUND

The Jensen Beach Impoundment is a 150-acre impounded mangrove wetland area that is within the Jensen Beach to Jupiter Inlet Aquatic Preserve. The purpose of the Jensen Beach Impoundment is to control *Aedes taeniorhynchus* mosquitoes while providing critical mangrove habitat in the Indian River Lagoon (IRL), North America's most diverse estuary.

Mangrove habitat along the IRL is tremendously important to the surrounding community and economy. These mangroves form the base of the estuary food chain and are crucial nursery habitat for aquatic organisms including several essential fish species. According to the Smithsonian Marine Institute, the IRL is home to more than 2,493 species of animal and plants¹. This includes numerous managed and protected species that use mangrove habitats such as snook, tarpon, red drum, mullet, various snappers and

Attachment A – SCOPE OF WORK

Project Name:	Jensen Beach Impoundment Mangrove Restoration Project	FWC Agreement No.	19007
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groupers, blue crabs, and Panaeid shrimps (fishery species). Associated species of greatest conservation need of which potentially depend upon mangroves in this region include Mangrove gambusia, Atlantic saltmarsh snake, and numerous wading bird species such as Great blue heron and Egret². Quantitative collections conducted on culverts associated with impounded areas of the IRL identified 84 species of fish with 19 of those species being primary marsh associates³. Mangrove coastal wetlands also provide water storage and nutrient cycling for the IRL as well as primary and fisheries production. In addition to mangrove habitat restoration, this project will incorporate constructed oyster reefs as part of the culvert installation design. Directly adjacent to the impoundment there are extensive populations of oysters living on the red mangrove roots that would benefit from additional useable habitat. Oysters are of critical environmental importance and incorporating natural elements into coastal improvement efforts is one of our project priorities.

Impoundments are particularly vulnerable to high water levels during storm surge, and those with inadequate discharge capacity are prone to vegetation loss⁴. In the aftermath of Hurricane Irma, an acute mortality event occurred resulting in the loss of 50-acres of red mangrove (*Rhizophora mangle*) habitat from the Impoundment. The mortality event was the result of multiple stressors including aging and insufficient hydrological infrastructure, post hurricane defoliation, heavy late season rainfalls, and seasonal high tides. Loss of these mangroves demonstrates the need to make improvements to the entire 150-acre impounded area with the goal of restoring hydrology, circulation and connectivity. Specifically, additional culverts will increase the functionality of the site and discharge capacity to prevent long periods of high water levels. This project will implement action plans and management strategies that foster healthier, more diverse and resilient mangrove habitat while controlling mosquito populations. Hydrological reconnection and increased discharge capacity will allow for site rehabilitation and natural seedling recruitments. Previous hydrological reconnection efforts of impounded wetlands within the IRL have resulted in rapid vegetative recovery⁶. In addition to the mangrove habitat benefits this project will improve oyster habitat as well.

C. SUPPORT OF COMMISSION MISSION

The IRL, an Estuary of National Significance, is home to numerous managed and protected species that use mangrove habitats such as snook, tarpon, red drum, mullet, various snappers and groupers, blue crabs, and Panaeid shrimps (fishery species). Protected species which potentially depend upon mangroves in this region include smalltooth sawfish, Atlantic saltmarsh snake, and numerous wading bird species. The work proposed here will allow us to better understand the mechanisms of a healthy mangrove ecosystem, and therefore will ensure that restoration and enhancement efforts will result in the long-term viability of this essential habitat.

Attachment A – SCOPE OF WORK

Project Name:	Jensen Beach Impoundment Mangrove Restoration Project	FWC Agreement No.	19007
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D. DEFINITIONS

None.

2. DELIVERABLES

A. Specific Project Deliverables & Associated Tasks

Conduct one or more of the following allowable services in each period of service: water quality and level monitoring, baseline floral and faunal surveys, submit permit applications, work towards completion of regulatory process, create construction ready design drawings, construction prep and bid out contracted elements, start construction, complete construction, compare pre and post water quality and level results, perform post project floral and faunal surveys, and evaluate project success based on project metrics.

Deliverable	Period of Service	Documented In	Reporting Period	Report Due Date
3 months of allowable services listed above	7/1/19 – 9/30/19	Progress Report 1	7/1/19 – 9/30/19	10/15/19
3 months of allowable services listed above	10/1/19 – 12/31/19	Progress Report 2	10/1/19 – 12/31/19	1/15/20
3 months of allowable services listed above	1/1/20 – 3/31/20	Progress Report 3	1/1/20 – 3/31/20	4/15/20
3 months of allowable services listed above	4/1/20 – 6/30/20	Annual Report 1	7/1/19 – 6/30/20	7/15/20
3 months of allowable services listed above	7/1/20 – 9/30/20	Progress Report 4	7/1/20 – 9/30/20	10/15/20
3 months of allowable services listed above	10/1/20 – 12/31/20	Progress Report 5	10/1/20 – 12/31/20	1/15/21
3 months of allowable services listed above	1/1/21 – 3/31/21	Draft Final Report	7/1/19 – 3/31/21	4/15/21
3 months of allowable services listed above in addition to assisting with the following over the life of the agreement: obtain pre project water quality (dissolved oxygen, salinity, hydrogen sulfide levels, pH, volatile organic compounds) and water level data, baseline floral and faunal surveys,	4/1/21 – 6/30/21	Final Report/ Data Deliverables & Certificate of Completion	7/1/19 – 6/30/21	7/15/21

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complete site evaluation and identify target areas for the installation of culverts, spillways, and channel improvements, develop construction ready design and complete regulatory permitting process, complete construction and culvert installation, and obtain post-project water quality (dissolved oxygen, salinity, hydrogen sulfide levels, pH, volatile organic compounds) and water level data, compare pre and post water quality and level results, perform post project floral and faunal surveys, and evaluate project success based on project metrics.				
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Projects funded by the Commission, including but not limited to survey, monitoring, research, or management projects, shall provide data as described below as part of the deliverables, hereafter “Data Deliverables.”

Upon completion of the last period of service and submission of the final report, the grantee shall submit Data Deliverables and a Certificate of Completion (Attachment D). Data Deliverables include legible copies of their project data forms, all raw data collected as part of the above project, all spreadsheets/databases used to organize data for associated analyses, all final QA/QCed datasets for the study, all relevant files from R, SAS, or other software packages used for final analyses, and all relevant spatial files. Metadata must be created and maintained for each database. The grantee will prepare metadata documentation that adheres to Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM) guidelines. FWC will provide an example metadata document for guidance upon request. Data deliverables can be submitted on CD/DVD, flash drive, or other preapproved method.

Data Deliverables for this agreement include:

Attachment A – SCOPE OF WORK

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1. Database(s) including all raw data generated during the project in an Excel file or other approved, quarriable format. This includes:
 - a. Water quality and level monitoring data
 - b. Baseline and post-project floral and faunal survey data
2. Metadata for the above database(s). Metadata will be submitted using FWC's MetaRep Metadata Tool Form for External SWG Principal Investigators (Attachment E, available in Adobe Acrobat upon request).
3. Analyses/results of pre and post water quality and level data and pre and post floral and faunal surveys.
4. A minimum of 5 sets of before and after photos (minimum 10 photos total) documenting work performed under this Agreement.

B. Minimum Level of Performance

Reports required as documented in Table 2A: Specific Project Deliverables and Associated Tasks and documenting that allowable services were conducted consistent with the scope of work, the approved project schedule and methodology therein, and any clarifications or deficiencies noted during FWC's review of the reports addressed.

Over the life of the agreement, obtain pre project water quality (dissolved oxygen, salinity, hydrogen sulfide levels, pH, volatile organic compounds) and water level data, baseline floral and faunal surveys, complete site evaluation and identify target areas for the installation of culverts, spillways, and channel improvements, develop construction ready design and complete regulatory permitting process, complete construction and culvert installation, and obtain post-project water quality (dissolved oxygen, salinity, hydrogen sulfide levels, pH, volatile organic compounds) and water level data, compare pre and post water quality and level results, perform post project floral and faunal surveys, and evaluate project success based on project metrics.

C. Documentation / Criteria Used as Evidence of Performance

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

D. Timeline for Completion

PROJECT ACTIVITIES	FY 19-20				FY 20-21			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Water quality and level monitoring	X	X	X	X	X	X	X	X
Complete baseline floral and faunal surveys	X							

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Submit permit applications to regulation agencies	X							
Complete regulatory permit process			X					
Create construction ready design drawings		X						
Construction prep and bid out contracted elements				X				
Start construction of all improvements				X				
Complete project construction				X				
Compare pre and post water quality and level results					X			
Perform post project floral and faunal surveys						X		
Evaluate project success based on project metrics							X	
Write final Report and close out grant project								X

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3. FINANCIAL CONSEQUENCES

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

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

4. PERFORMANCE

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

5. COMPENSATION AND PAYMENT

A. COMPENSATION

The COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$75,000. Reimbursement shall be requested utilizing Attachment F, SWG Invoice Form - Request for Reimbursement.

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

All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes. Travel reimbursement requests must be submitted on the form provided as Attachment H, Florida Fish and Wildlife Conservation Commission Voucher for Reimbursement of Travel Expenses.

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

B. INVOICE SCHEDULE

Budget Narrative

Martin County has estimated that the total cost of this project will be \$150,000. The county will provide a direct 1:1 match of monies if successfully awarded the grant, making the State Wildlife Grant contribution of \$75,000. This includes the Project Engineer's Rough Order of Magnitude Estimate of \$117,055 for materials, supplies, and culvert installation utilizing a continuing services contractor (Table A). The cost of this project also includes a post-project water quality and site assessment provided by an environmental consultant firm estimated to cost \$32,945. There are no additional costs anticipated.

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CATEGORIES	Rate	Fringe (%)	Subtotal	FISCAL YEAR 19-20			FISCAL YEAR 20-21			Total		Total Non-FWC Match	TOTAL PROJECT
				Request	FWC Match	Non-FWC Match	Request	FWC Match	Non-FWC Match	Request	FWC Match		
Salaries and Wages			0.00										
TOTAL SALARIES & WAGES			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Equipment	Cost	Quantity	Subtotal										
			0.00										
			0.00										
TOTAL EQUIPMENT			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Travel			0.00										
Equipment Operation			0.00										
Equipment Rental			0.00										
Materials and Supplies			0.00										
Computer/Data Processing			0.00										
Consultant Services			0.00										
Other Costs			0.00										
TOTAL OTHER COSTS			0.00	58,527.50		58,527.50	16,472.50		16,472.50	16,472.50		58,527.50	117,055.00
TOTAL DIRECT COSTS				58,527.50	0.00	58,527.50	16,472.50	0.00	16,472.50	75,000.00	0.00	75,000.00	\$150,000.00
Indirect Costs on FWC match (salaries & wages only)	15.0%												
TOTAL FWC INDIRECT COSTS					0.00			0.00			0.00		\$0.00
salaries and wages indirect costs				0.00		0.00	0.00		0.00	0.00		0.00	\$0.00
modified total direct costs*				0.00		0.00	0.00		0.00	0.00		0.00	\$0.00
total direct costs*				0.00		0.00	0.00		0.00	0.00		0.00	\$0.00
TOTAL NON-FWC INDIRECT COSTS				0.00		0.00	0.00		0.00	0.00		0.00	\$0.00
TOTAL COSTS				58,527.50	0.00	58,527.50	16,472.50	0.00	16,472.50	75,000.00	0.00	75,000.00	\$150,000.00

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Invoice Schedule

Reports and deliverables shall be submitted separately from invoices. The Commission shall pay the Grantee for satisfactory completion as described in the Agreement, upon submission of required reports documenting deliverables, and after acceptance of reports and deliverables in writing by the Commission's Grant Manager. Upon receipt of the report and/or deliverable(s), the Commission shall have thirty (30) days to either provide the Grantee with a written approval or written directives for modification. The Grantee shall submit a revised report and/or deliverable addressing the comments or directives within fourteen (14) business days. Once the report and/or deliverable(s) have been approved, the Grantee shall submit an invoice for payment according to the invoice schedule below and following the format in Attachment E, SWG Invoice Form Request for Reimbursement (available in Microsoft Excel upon request). Each invoice shall include the Commission Agreement number, the period of service, the Grantee's Federal Employer Identification (FEID) Number, invoice for the cost reimbursable amount spent in the associated period of service, and itemized list of expenditures, and associated documentation of expenses. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee must maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). A minimum of one (1) copy of the invoice shall be submitted. The Commission shall not provide advance payment. Reports/deliverables shall be submitted on the following schedule:

Deliverables Documented In	Reporting Period	Period of Service	Invoice Due Date
Progress Report 1	7/1/19 – 9/30/19	7/1/19 – 9/30/19	11/15/19
Progress Report 2	10/1/19 – 12/31/19	10/1/19 – 12/31/19	2/15/20
Progress Report 3	1/1/20 – 3/31/20	1/1/20 – 3/31/20	5/15/20
Annual Report 1	7/1/19 – 6/30/20	4/1/20 – 6/30/20	8/15/20
Progress Report 4	7/1/20 – 9/30/20	7/1/20 – 9/30/20	11/15/20
Progress Report 5	10/1/20 – 12/31/20	10/1/20 – 12/31/20	2/15/21
Draft Final Report	7/1/19 – 3/31/21	1/1/21 – 3/31/21	5/15/21
Final Report	7/1/19 – 6/30/21	4/1/21 – 6/30/21	8/15/21
Data Deliverables & Certificate of Completion	NA	NA	8/15/21

The State Wildlife Grants Program has a non-federal match requirement of 35% of the total project cost. The Grantee must appropriately document match with each invoice. Should the Grantee not provide documentation of the required match amount, the Commission may reject the invoice. To meet this requirement, the Grantee shall provide a minimum of \$40,385 in non-federal matching funds as its

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required contribution toward the project total of \$115,385. Any match offered by the Commission is subject to availability of funds.

The Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$75,000. Each quarterly invoice submitted prior to the Data Deliverables and the Certificate of Completion will be subject to a 20% withholding to be paid when all Data Deliverables and the Certificate of Completion are received and approved at the end of the project. This retainage is withheld to ensure project objectives and Minimum Level of Performance are met.

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

For agreements whose terms extend beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

C. TRAVEL EXPENSES

Travel shall be conducted in accordance with Section 112.061, Florida Statutes. Travel expenses beyond those specifically approved in this Scope of Work are not authorized without consent of the Commission's Grant Manager.

D. FORMS AND DOCUMENTATION

See Table 2A: Specific Project Deliverables & Associated Tasks.

6. MONITORING SCHEDULE

The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms or Conditions of this Agreement, the Grantee will be sent a formal written notice. Within ten (10) days of receipt of notice the Grantee will provide the Commission with a formal written Corrective Action Plan in response to all note deficiencies. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to be in compliance with all of the Terms and Conditions of the Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in damages, and/or termination of the Agreement in accordance with the Termination section.

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7. INTELLECTUAL PROPERTY RIGHTS

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

8. SUBCONTRACTS

This agreement is funded in whole or part by a grant from the US Fish and Wildlife Service, State Wildlife Grants Program, and CFDA number 15.634. Therefore, the Grantee and any subcontractors shall be responsible for complying with all federal grant requirements as provided in the grant, a copy of which is attached hereto and made par of as Attachment C. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior approval of the US Fish and Wildlife Service.

9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

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

11. RECORD KEEPING REQUIREMENTS

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

12. NON-EXPENDABLE PROPERTY

This Agreement does not include the purchase on non-expendable property. See Agreement for applicable terms and conditions.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Agreement does not include the purchase or improvement of real property. See Agreement for applicable terms and conditions.

14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

This section is not applicable and intentionally left blank.

15. LITERATURE CITED

1 Smithsonian Marine Station, 2014. *Indian Lagoon Species Inventory*. Retrieved from https://www.sms.si.edu/irlspec/Proj_Bkgnd.htm.

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2 Florida's State Wildlife Action Plan 2012 *A comprehensive Wildlife Conservation strategy*; page 336, Retrieved from <http://www.myfwc.com/media/2663010/StateWildlifeActionPlan.pdf>.

3 Gilmore, R.G., Jr. 1987. Fish, macrocrustacean and avian population dynamics and cohabitation in tidally influenced impounded subtropical wetlands. In: Whitman, W.R. and Meredith, W.H. (eds), Symposium on Waterfowl and Wetlands Management in the Coastal Zone of the Atlantic Flyway. Pp. 373-394. Del. Cost. Manag. Program, Del. Dept. Nat. Res. And Envir. Control, Dover, Del.

4 Rey, J.R., Crossman, R.A., and Kain, T.R. 1990. Vegetation dynamics in impounded marshes along the Indian River Lagoon, Florida, USA. J. Environ. Manag., 14: 397-409,

5 Lewis, R.R. III. 2005. Ecological engineering for successful management and restoration of mangrove forests. Ecol. Engineering, 24: 403-418.

6 Brockmeyer, R.E., Rey, J.R., Virnstein, R.W., Gilmore, R.G., and Earnest, L. 1997. Rehabilitation of impounded estuarine wetlands by hydrological reconnection to the Indian River Lagoon, Florida (USA). Wetlands Ecology and Manage., 4(2): 93-109.

7 Lewis, R.R. III. 2005.

8 Brockmeyer et al. 1997.

9 Broadhead, J.S., Bukowski, J.J., and Beresnev, N. 2016. Mangrove carbon estimator and monitoring guide. Food and Agriculture Organization of the United Nations. International Union for Conservation of Nature. Bangkok.

16. BIOGRAPHICAL SKETCHES

Michael Yustin is the Principal Investigator and is a Project Manager in the Martin County, Public Works Ecosystem Restoration and Management Division. Michael received a Master's Degree in Environmental Science from Florida Atlantic University. Michael has 20 years of experience in managing conservation lands in southeast Florida including 14 years for Martin County. Michael has completed a large number of successful restoration projects (approx. 7,000 acres) many of which focused on coastal plant communities including mangrove habitats and Living Shorelines. He has also taken several courses focused on mangrove ecology including a one week course on Mangrove Forest Ecology, Management and Restoration that was taught by Roy R. "Robin" Lewis III. Michael has also been involved in several committees focused on coastal restoration including the East Coast Estuarine Restoration Team, Spoil Island Working Group, and Living Shorelines Working Group.

Kylie Zirbel is one of the Principal Investigators and is a Division Manager in the Martin County, Public Works Mosquito Control Division. Kylie received a Doctoral degree from the University of Florida in Entomology and Nematology focusing on mosquito biology and arbovirology. She has 6 years of

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experience conducting research on mosquitoes and 2 years of experience overseeing mosquito control operations.

Glenn Coldren is a Research Associate with Florida Oceanographic Society in the Research and Restoration Department. He has over 10 years of experience in salt marsh and mangrove research and restoration in Florida. Glenn received a Doctoral degree from Florida Atlantic University in Marine Ecology focusing on mangrove and salt marsh interactions. His work has focused on these interactions under various environmental stressors, including, but not limited to, water depth, salinity, nutrients, freezing, hurricanes, and temperature. He was also a postdoctoral associate at Villanova University working on wetland changes under various environmental conditions, which was partnered with the Smithsonian Environmental Research Center and conducted at Kennedy Space Center - NASA. Glenn has also been involved in several wetland restoration efforts with St. Lucie Mosquito Control and the Indian River Lagoon Aquatic Preserves (FDEP), applying his research on how salt marsh diversity enhances mangrove recruitment. Glenn is currently working on salt marsh and mangrove restoration as part of living shoreline efforts at FOS and is involved with the East Central Estuarine Restoration Team.

17. FIGURES & TABLES

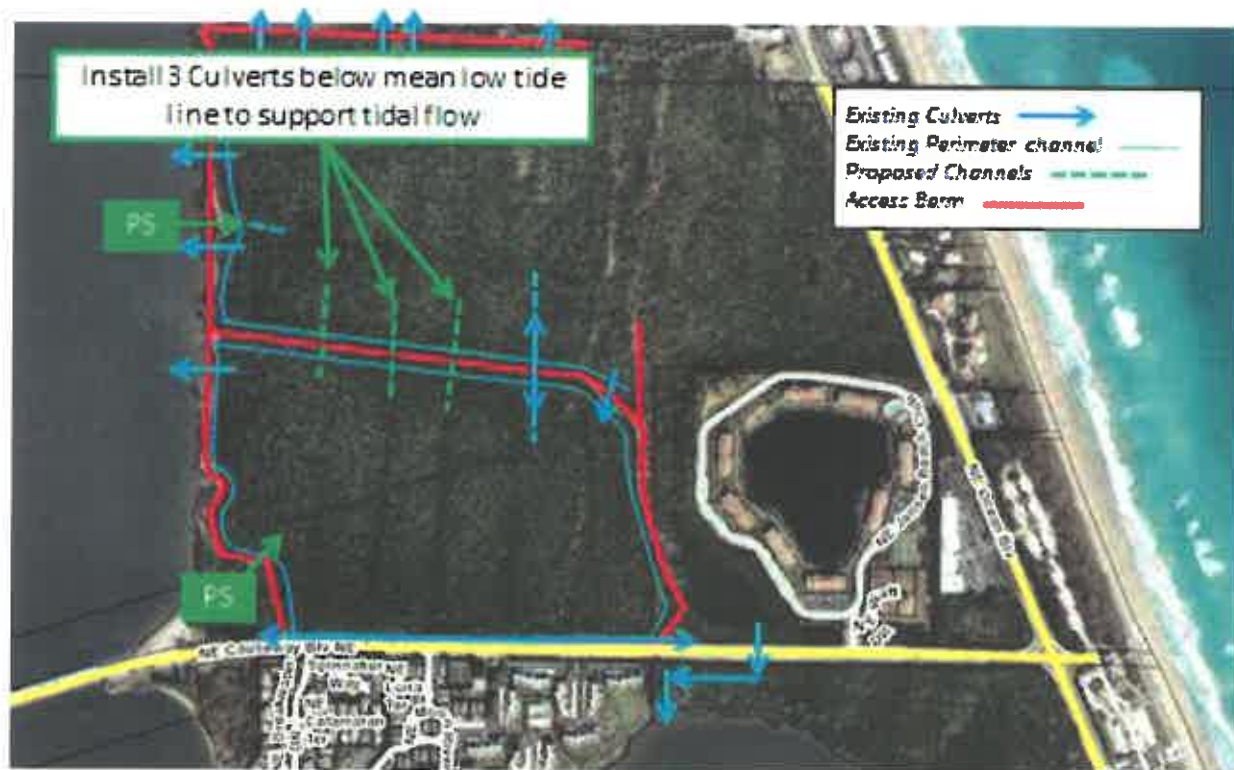


Figure A: Draft Conceptual Plan

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Table A: Rough Order of Magnitude Estimate Rough Order of Magnitude (ROM) Estimate

Construction of 3 new 36" equivalent culverts for Tidal Flow and improvements to access berm. Pipe inverts to be set at or below low tide line			
Item	EST unit cost	Units	Sub Total
29" x 45" ERCP (LF)	\$ 180.00	165	\$ 29,700.00
Turbid Barrier (LF)	\$ 12.00	450	\$ 5,400.00
Rip Rap (Ton)	\$ 90.00	150	\$ 13,500.00
#57 Stone (Ton)	\$ 35.80	20	\$ 716.00
Fill (CY)	\$ 16.80	150	\$ 2,520.00
Shell Rock Road Resurfacing (SY)	\$ 19.50	1500	\$ 29,250.00
dewatering (EA)	\$ 2,000.00	3	\$ 6,000.00
Filter Fabric (SY) Embankment	\$ 7.50	600	\$ 4,500.00
Misc Concrete (CY)	\$ 180.00	15	\$ 2,700.00
Oyster Shell Bags	\$ 50.00	60	\$ 3,000.00
Manatee Controls	\$ 1,500.00	3	\$ 4,500.00
Buffer		15%	
Project Estimate		\$ 117,053.90	

Attachment B AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee 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 Grantee 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 Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Grantee'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 Grantee 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 Grantee 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 Grantee'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 Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Grantee 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 Grantee, the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee'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. Grantee 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 Grantee 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 Grantee 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 Grantee 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.

Grantees and sub-Grantees, 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 Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment -

**Exhibit 1
FEDERAL AND STATE FUNDING DETAIL**

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

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
15.634	State Wildlife Grants Program	\$75,000.00
	Total Federal Awards	\$75,000.00

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

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
15.634	Grantee is required to meet grant requirements stated in Federal Grant Agreement FL-T-F19AF00403, Public Law 108-108 language on State Wildlife Grants, 43 CFR 12, and OMB Uniform Guidance (2 CFR 200). Grantee is required to provide non-federal match of at least 35% of the total project cost.

**STATE RESOURCES AWARDED TO THE GRANTEE 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

State Project(s)		
	Total Federal Awards	

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

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements

NOTE: Section 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 Grantee.

- End of EXHIBIT 1 -



United States Department of the Interior

FISH AND WILDLIFE SERVICE

1875 Century Boulevard
Atlanta, Georgia 30345



In Reply Refer To:
FWS/R4/WSFR

MAY 01 2019

Mr. Eric Sutton
Executive Director
FL Fish and Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, Florida 32399-1600
DUNS: 838103893

Subject: Notice of Grant Award for FL-T-F19AF00403

Dear Mr. Sutton:

Your organization's application for Federal financial assistance titled "T-53 Marine and Estuarine Projects Grant Cycle 2018" submitted to the U.S. Fish and Wildlife Service (Service) CFDA Program 15.634 is approved effective July 1, 2019. This award is made under the authority of: Consolidated Appropriations Act, 2019, Pub. L. 116-6. For a complete list of this program's authorizing legislation, go to: <https://beta.sam.gov/search?index=cfda> and search by the CFDA Program number. This award is made based on Service approval of your organization's application package, hereby incorporated by reference into this award. This award supports five research and restoration projects in marine or estuarine ecosystems to address conservation actions identified in the Florida Wildlife Action Plan.

The performance period of this award is July 1, 2019 through December 31, 2022. If you need more time to complete project activities, you must submit an Amendment request to extend the performance period to the Wildlife and Sport Fish Restoration Program Chief before the end of the stated performance period (see *Performance Period Extensions* section in enclosure). Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see *Reporting Requirements* section in enclosure).

The table below documents the approved funding for this award, including the Federal share and non-Federal match:

Grant Award Action	Funding Subaccount	Federal Funds	Federal %	Matching Funds	Match %	Total Award
Approved/Obligated	5624	\$421,906	65%	\$227,181	35%	\$649,087
Totals:		\$421,906	65%	\$227,181	35%	\$649,087

Prior Approvals: Recipients are required to request prior approvals for project and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. See *Project and Budget Revisions* section in enclosure.

Reporting Requirements:

Interim and final financial (SF-425) and performance reports are required under this award. Financial reports should be sent to fiscal_r4wsfr@fws.gov. Performance reports should be sent to program_r4wsfr@fws.gov. The report periods and due dates under this award for each report are:

Report:	Report Period:	Report Due Date:
Interim Federal Financial Report	July 1, 2019 – June 30, 2020	September 28, 2020
Interim Federal Financial Report	July 1, 2019 – June 30, 2021	September 28, 2021
Interim Federal Financial Report	July 1, 2019 -- June 30, 2022	September 28, 2022
Final Federal Financial Report	July 1, 2019 – December 31, 2022	March 31, 2023
Interim Performance Report	July 1, 2019 – June 30, 2020	September 28, 2020
Interim Performance Report	July 1, 2020 – June 30, 2021	September 28, 2021
Interim Performance Report	July 1, 2021 – June 30, 2022	September 28, 2022
Final Performance Report	July 1, 2019 – December 31, 2022	March 31, 2023

Award Terms and Conditions: Acceptance of this financial assistance award carries with it the responsibility to be aware of and comply with the terms and conditions, attached, that are applicable to the award. This includes the Federal regulations that are applicable to Service awards; these terms and conditions for State, Local, and Federally-recognized Indian Tribal Governments are found in the Service's *Financial Assistance Award Terms and Conditions* (see *Terms of Acceptance* in enclosure). In addition to the Terms of Acceptance, the Special Conditions below will apply to this grant award.

Special Conditions and Provisions:

Approval Level: This Grant Award is approved at the Project level. Performance accomplishments should be tracked at this level, and reported on in the Final Performance Report. See *Reporting Requirements* section in enclosure for details.

Accounting: Cost accounting is required at the grant award subaccount level. Your agency should track costs at this level and report them in the Final Financial Report.

Environmental Compliance: Three projects (*Habitat enhancement and erosion control adjacent to a critical coastal road using a living shoreline approach*, *Oyster-based living shorelines in Florida State Parks*, and *Jensen Beach impoundment mangrove restoration project*) are approved for planning purposes. Compliance documentation including, but not limited to: Site/project specific permits, NEPA assessments, and ESA Section 7 or NHPA consultations, as applicable, must be completed before site work begins. Completed environmental compliance documentation should be submitted to the WSFR Office in Atlanta and approved before any construction project begins.

Construction: For construction costing more than \$100,000, a qualified engineer must approve engineering plans and specifications, approve the feasibility determination, supervise the construction, and furnish a report of final inspection. Engineering plans and specifications must be submitted to the Service.

National Historic Preservation Act: Pursuant to Section 106, National Historic Preservation Act (NHPA), if archaeological deposits, including but not limited to pottery or ceramics, stone tools, projectile points, dugout canoes, metal implements, historical building material, that could be associated with Native American, early European, or American settlements, bones or human remains, are encountered during implementation of the proposed project, the applicant will stop all work immediately in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The Florida Fish and Wildlife Conservation Commission (Agency) will inform the Wildlife and Sport Fish

Restoration Program (WSFR) immediately, and the State Historic Preservation Office will be consulted. Any construction plans and work orders must stipulate that work be stopped immediately, and the Agency and the WSFR be contacted immediately, if any archaeological deposits are uncovered. Work in any areas identified will not resume until consultation is completed, and appropriate measures have been taken to ensure that the project is in compliance with the NHPA. Additional conditions may apply.

NHPA Tribal Consultation: The Service must initiate or cooperate in consultation with interested federally-recognized Tribes for one project: *Jensen Beach impoundment mangrove restoration project*. The Service will provide written notification upon completion of this responsibility.

Project Contacts

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
LeAnne Bonner USFWS 1875 Century Blvd. Atlanta, GA 30345 LeAnne_Bonner@fws.gov (404) 679-7357	Andrea Alden FL Fish and Wildlife Conservation Commission 620 S. Meridian St., MS:10 Tallahassee, FL 32399 Andrea.Alden@myfwc.com (850) 617-9558

Copies of the Grant Award documents have been e-mailed to your grant coordinator. Please contact me at (404) 679-4154 or LeAnne Bonner at (404) 679-7357 if you have any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely yours,

Marilyn H. Lawal-Carter
 for Michael L. Piccirilli
 Chief - Wildlife and Sport Fish Restoration Program

Enclosure

Additional Information

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project and Budget Revisions: Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

For a non-construction grant with a Federal share of the project exceeding the Simplified Acquisition Threshold of \$250,000, this Grant Award is therefore subject to the prior written approval requirements of 2 CFR 200.308(e) for transfer of funds among direct cost categories or programs, functions, and activities in which the cumulative amount of such transfers exceeds 10% of the total budget as last approved by the Federal awarding agency.

Period of Performance Extensions: If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at program_r4wsfr@fws.gov. This notice must be received by the Service **at least one day before the authorized performance period end date** of the grant, and must include supporting reasons and a revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Financial and Performance Reporting Requirements: Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. A final SF-425 is required within 90 calendar days of the end date of the award. This form is available at online at <https://fawiki.fws.gov/display/WTK/Forms>. For assistance completing the SF-425, watch the instructional video, [Completing the Federal Financial Report \(SF-425\)](#) available on the [Service's Financial Assistance Wiki](#).

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the award number provided in the subject line of this award letter on all reports.

Financial and performance reporting due dates may be extended upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the Recipient's operations. Requests for reporting due date extensions should be submitted to the Service Project Officer **by the original reporting due date**.

For additional information regarding financial and performance reporting requirements and sanctions for noncompliance, see Service Policy [516 FW 1, Monitoring Financial and Performance Reporting for Financial Assistance](#).

Failure to Report: In accordance with the Service Manual chapter 516 FW 1 *Monitoring Financial and Performance Reporting for Financial Assistance*, failure to submit reports by the required due dates may result in the following progressive actions, including but not limited to:

- a) notifying your State Director in writing that a Financial Status and/or Project Performance Report was not received;
- b) withholding cash payment pending receipt of the required report(s);
- c) denying the use of Federal funds and all forms of matching funds;

Effective: 01 October 2018

- d) whole or partial suspension, or termination of the current grant award;
- e) withholding of future awards for the program; and,
- f) other legal actions as stated in the interim guidance

Payments: Your organization has completed enrollment in [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Significant Developments Reports (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter that might place the recipient, including their employees and subrecipients, in a position of conflict, real or apparent, between their responsibilities under the award and any other outside interests. Conflicts of interest include direct or indirect financial interests; close personal relationships; positions of trust in outside organizations; consideration of future employment arrangements with a different organization; and decision-making authority related to the proposed project. Conflicts of interest are those circumstances real or perceived that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient, or the recipient's employees or subrecipients, in matters pertaining to the award. Recipients must notify the Service in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee within the Federal program issuing this award. The term employee means any individual engaged in the performance of work under the Federal award. Failure to disclose and resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in [2 CFR 200.338 Remedies for Noncompliance](#), including termination of this award.

Other Mandatory Disclosures: Recipients of Federal awards must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in [2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters](#) are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.338 Remedies for Noncompliance](#), including suspension or debarment.

Integrated Pest Management: The Wildlife and Sport Fish Restoration Program encourages all grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it. For further information, contact your State agency that manages pest control issues and/or visit the Service's Integrated Pest Management guidance at <https://www.fws.gov/policy/569fw1.html>.

Attachment D – Certificate of Completion

Project Title: _____

Institution/Organization: _____

Agreement #: _____

FEID #: _____

GRANTEE'S AFFIDAVIT

I, _____, representing _____, do hereby certify that the work under the above-named agreement and all associated Data Deliverables have been satisfactorily completed and submitted to Florida Fish and Wildlife Conservation Commission, and that all expenses submitted for cost reimbursement and all documented match were allowable, reasonable, and necessary under the agreement terms.

(Signature)

Name: _____

Title: _____

Date: _____

CERTIFIED COMMISSION'S CERTIFICATION

I certify: That, to the best of my knowledge and belief, the work under the above-named agreement has been satisfactorily completed under terms and conditions of the agreement and all associated Data Deliverables have been received. Any retainage due the Grantee and his/her Institution/Organization will now be remitted.

Grant Manager: _____ Division/Office: _____

Signature: _____ Title: _____

Date: _____

MetaRep Metadata Tool Form

for External SWG Principal Investigators



State Wildlife Grant Project - Project Metadata

Project Title	<input type="text"/>
Principal Investigator	<input type="text"/>
Organization, Affiliation, or Agency	<input type="text"/>
Phone	<input type="text"/>
E-mail Address	<input type="text"/>
Form Submission Date	<input type="text"/>
Agreement Number	<input type="text"/>
Project Start Date	<input type="text"/>
Project End Date	<input type="text"/>
Project URL (if applicable)	<input type="text"/>

Hover over text boxes for additional information

Project Abstract	<input type="text"/>
Project Study Area	<input type="text"/>
Target Species	<input type="text"/>
Target Habitats	<input type="text"/>

State Wildlife Grant Project - Database/Dataset Metadata

Complete one Database/Dataset Metadata form for each associated database/dataset. Hover over text boxes for additional information.

Total Number of Databases/
Datasets associated with Project
Metadata above

Database/Dataset Number

File Name of Database/Dataset

Start Date of Data Content

End Date of Data Content

Study Area

Database/Dataset Description
(500 characters or less)

If the data is a GIS dataset, please provide the following information as well.

Entity/Attribute Description
(500 characters or less)

Completeness
(500 characters or less)

Logical Consistency Report
(500 characters or less)

Spatial Representation Type

Spatial Resolution

Geographic Coordinate System

Projected Coordinate System

Attachment F - SWG Invoice Form - Request for Reimbursement

Institution/Organization:	_____	FWC Agreement No.:	_____
Remittance Address:	_____	FWC Address:	Florida Fish and Wildlife Conservation Commission 620 S. Meridian Street, MS: 10 Tallahassee, FL 32399-1600
FEID Number:	_____	FWC Grant Mgr Name:	_____
Grantee's Grant Mgr:	_____	FWC Grant Mgr Phone No.:	850/488-3831
Grantee's Phone No.:	_____	FWC Grant Mgr Email:	_____
Grantee's Email:	_____	Period Covered:	_____
Grantee's Proj. No.:	_____	Principal Investigator:	_____
Invoice Number:	_____		
Invoice Date:	_____		
Deliverable Description:	_____		
Project Title:	_____		

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

Amount Due/Total To Be Paid Upon Receipt and Approval (80%): \$ -

To Be Retained Until Final Data Deliverable Approval (20%): \$ -

Amount Due/Data Deliverables Received and Approved: _____

Total Agreement Amount: _____ **Total Previously Paid:** _____

Total Previously Retained: _____ **Maximum Remaining in Agreement:** \$ -

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

Authorized Signature Date

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

Date Invoice Received: _____ **Received by:** _____ **FWC Contract Manager:** _____ **Approved Date:** _____

Attachment F - SWG Invoice Form - Request for Reimbursement

Instructions for Completing SWG Invoice Form

Institution/Organization:	Enter the name of the Institution/Organization as indicated on the FWC Grant Agreement.
Remittance Address:	Enter the address where the state warrant should be mailed.
FEID Number:	Enter grantee's FEID number or Social Security Number if grantee is not affiliated with an institution.
Grantee's Grant Manager:	This should be the person identified as the grant manager in the Grant Agreement.
Grantee's Project Number:	Grantee's internal tracking number if applicable.
Invoice Number:	Grantee must assign a unique invoice number to every invoice.
Invoice Date:	Date invoice is submitted.
Deliverable Description:	Enter report and report number according to the Grant Agreement and brief description of deliverables/allowable services.
Project Title:	Enter the Title of the Project in accordance with the Grant Agreement.
FWC Agreement No.:	This is the number on the top right corner of the the Grant Agreement.
Period Covered:	The period covered should correspond to the dates in the Grant Agreement.
Principal Investigator:	Enter the name of the Principal Investigator.

GRANT EXPENDITURES SECTION:

The section should adhere to the approved budget included in the FWC Grant Agreement. Only expenses described in the budget narrative and approved budget categories are eligible for reimbursement. The Grantee shall be reimbursed on a cost reimbursement basis in accordance with the Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4, C., I. Do not enter anything into the shaded areas.	
Full Amount of Documented Expenses for Current Period Column:	Enter the expenses that were incurred during the reporting period for each approved budget category. This must adhere to the budget categories as indicated in the Grant Agreement. Written approval from the Commission shall be required for changes between approved budget categories up to 10% of the total budgeted amount.
Total of Previously Documented Expenses Column:	Enter the total amounts that were previously documented by budget category. This does not include the current invoice amount. This amount cannot exceed the approved budget amount for that budget category.
Current Matching Funds Column:	Enter the amount claimed as match for the invoice period. This should be in accordance with the approved budget narrative and budget categories included in the Grant Agreement. The spreadsheet contains formulas that should calculate the Total Match amount for the current invoice.
Matching Funds Previously Reported Column:	Enter the total amounts that were previously claimed by budget category. This does not include the current invoice amount. The spreadsheet contains formulas that should calculate the Total Match Amounts.
Amount Due/Total To Be Paid Upon Receipt and Approval (80%):	80% of the Total Full Amount of Documented Expenses for Current Period. As stated in the Grant Agreement, 20% of each invoice will be withheld to be paid when all Data Deliverables and the Certificate of Completion are received and approved at the end of the project.
To Be Retained Until Final Data Deliverable Approval (20%):	20% of the Total Full Amount of Documented Expenses for Current Period.
Amount Due/Data Deliverables Received and Approved:	This line will only be filled out for the last invoice, corresponding with payment of the 20% that was withheld from each quarterly invoice, Data Deliverable submission and approval, and Certificate of Completion. Enter the sum of the withheld amounts from all previous invoices.
Total Agreement Amount:	Enter the total Grant Agreement Amounts.
Total Previously Paid:	Enter the total previously paid.
Total Previously Retained:	Enter the total previous retained.
Maximum Remaining in Agreement:	Enter the maximum amount remaining in Agreement. This will be the maximum Agreement amount minus the Total of Previously Documented Expenses.
Grantee Certification:	Must have the original authorized signature.

REQUIRED BACK-UP DOCUMENTATION: Refer to Grant Agreement for additional information.

Schedule of Expenditures:	An itemized listing of expenditures by category - include the invoice number, description, date of transaction, amount, and vendor name.
Schedule of Match:	An itemized listing of Match by category.
Invoices and Receipts:	Include copies of invoices/receipts for the items listed in the schedule of expenditures.

Attachment F - SWG Invoice Form - Request for Reimbursement

Travel Voucher:	If requesting reimbursement for travel, you must complete a State of Florida Travel Voucher, including vehicle mileage and copies of receipts.
Salaries and Fringe:	A payroll detail or similar documentation should be submitted.
Indirect:	Should reflect the specified rate in the Grant Agreement.
Volunteer documentation:	If claiming volunteer or meetings as match then you must provide documentation of participants' names, addresses, number and value of hours. Tracking forms are available from the SWG coordinator.

Attachment G – Cost Reimbursement Guidance

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

Cost Reimbursement Contracts

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

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum No. 04 (1996-97). Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements:

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

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

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

Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

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

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

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

[illegible]