

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 19, 2009 (X) Consent () Regular
() Workshop () Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Grant Agreement #09-037E in the amount of \$6,060 with the Caribbean Conservation Corporation (CCC) to fund the production of sea turtle educational materials, expiring April 30, 2010;

B) approve Budget Amendment of \$6,060 in the Beach Improvement Fund; and

C) authorize the County Administrator or his designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Grant Agreement, and necessary minor amendments that do not change the scope of work or terms and conditions of the Grant Agreement.

Summary: Artificial lighting visible from the beach may deter female sea turtles from nesting and can disorient sea turtle hatchlings during their travel to the ocean. Environmental Resources Management (ERM) will produce educational materials describing the effects of artificial lighting on sea turtles for distribution throughout the County. The CCC grant will reimburse \$6,060 for project costs using funds from the sale of the Florida sea turtle license plate; no County match is required. The Grant Agreement is effective upon execution by both parties and expires April 30, 2010. Countywide (SF)

Background and Justification: Palm Beach County beaches provide important nesting habitat for two species of endangered sea turtles, the green and the leatherback, and serve as one of the largest nesting habitats for the loggerhead sea turtle in the western hemisphere. Approximately 26% of the total sea turtle nesting and 21% of the total hatchling disorientation in Florida occurs in Palm Beach County. In 2008, urban glow was cited as a contributing light source in 56% of sea turtle disorientation events in Palm Beach County, involving an estimated 5,000 hatchlings. Urban glow visible from the beach is no longer attributed solely to coastal properties, therefore in an effort to increase awareness regarding the cumulative impacts of artificial lighting, ERM will produce and distribute educational materials describing the effects of artificial lighting on sea turtles throughout Palm Beach County. This grant shall fund the production of fifteen Palm Tran bus advertisements, 1000 static cling decals, 6000 temporary tattoos, and 1000 reusable grocery totes.

Attachments:

1. Grant Agreement
2. Budget Amendment (3652)

Recommended by:

Richard E. M...by
Department Director

4/20/09
Date

Approved by:

[Signature]
County Administrator

5/11/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>4,848</u>	<u>1,212</u>	_____	_____	_____
External Revenues	* <u><4,848></u>	* <u><1,212></u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?	Yes _____ No <u>X</u>				
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

B. Recommended Sources of Funds/Summary of Fiscal Impact

Florida Sea Turtle License Plate Funds

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

* 80% received upon execution of agreement; 10% (\$606) upon completion of 6-month reports; remaining 10% (\$606) upon completion of project.

Jim [Signature] 4.29.09
OFMB *(NO)* 4/29/09 *SN* 4/29/09 *DM* 4-23-09

Dr. J. Jacobson 5/6/09
Contract Administrator

B. Legal Sufficiency:

Man T 5-8-09
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director



Sea Turtle Grant #09-037E

**CARIBBEAN CONSERVATION CORPORATION
SEA TURTLE GRANTS PROGRAM**

**GRANT AGREEMENT
Sea Turtle Grant Contract No. 09-037E**

THIS AGREEMENT is entered into between "the Parties", CARIBBEAN CONSERVATION CORPORATION, whose address is 4424 NW 13th Street, Suite B-11, Gainesville, FL 32609 (hereinafter referred to as "CARIBBEAN CONSERVATION") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, DEPT. OF ENVIRONMENTAL RESOURCE MGMT., 2300 N Jog Rd, 4th Floor, West Palm Beach, FL 33411 (hereinafter referred to as the "GRANTEE").

WHEREAS, Section 320.08058 (19), Florida Statutes, created a Sea Turtle Grants Program, administered by CARIBBEAN CONSERVATION to, in part, provide grants to coastal local governments, educational and research institutions, and Florida-based nonprofit organizations to conduct Sea Turtle research, conservation, and education activities that benefit Florida sea turtles; and

WHEREAS, the GRANTEE is a(n) Florida Government and qualifies to receive Sea Turtle grant funding; and

WHEREAS, the project, **Palm Beach County Sea Turtle Education and Dark Sky Awareness Program** (hereinafter referred to as the "Project"), was recommended for funding by the Sea Turtle Grants Committee at its March 16, 2009 meeting in Gainesville, Florida, as required by statute;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article I. Representations

The Parties hereby represent, covenant, and warrant that they have full authority to execute this Grant Agreement and that the execution of this Grant Agreement shall not knowingly constitute a breach of the Parties' obligations under any other agreement or contract to which it is a party or by which it is bound. The Parties further represent, covenant, and warrant that this Grant Agreement has been duly executed in accordance with their respective procedures and laws.

Article II. Project Summary, Tasks and Deliverables

The GRANTEE shall fully and timely perform all items of work described in the Project Summary and Project Tasks and provide CARIBBEAN CONSERVATION with the Project Deliverables as described in Attachment A and made a part of the Grant Agreement.

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Article III. Review of Educational, Print or Broadcast Materials

If applicable, the GRANTEE shall provide to CARIBBEAN CONSERVATION, a draft of all educational, print or broadcast materials, including but not limited to, brochures, flyers, pamphlets, billboards, booklets, displays, CDs, videos and signage, as listed as a Project Deliverable in Attachment A, for review and approval by CARIBBEAN CONSERVATION prior to printing or duplication of the materials. CARIBBEAN CONSERVATION has fifteen (15) days to review submitted drafts. A revised draft based on the review may be required at the discretion of CARIBBEAN CONSERVATION. GRANTEE may not include any language of a fundraising or membership-development nature on any materials produced with funding provided by the Sea Turtle Grant Program.

Article IV. Period of Performance

The period of performance of this Grant Agreement shall commence on May 1, 2009 or upon execution by both parties, whichever is later, and end on April 30, 2010, inclusive. The Project must be completed by the expiration date of this Agreement, unless an extension is requested in writing and approved by CARIBBEAN CONSERVATION.

Article V. Amount of Grant and Payment Schedule

1. In consideration for performance of the work described herein, and subject to the availability of funds, CARIBBEAN CONSERVATION shall pay the GRANTEE a total of **\$6,060.00** (hereinafter referred to as the "Grant Amount") to support the Project distributed according to the following annual schedule: 80% (\$4,848.00) of annual amount upon execution of agreement, 10% (\$606.00) upon receipt and approval of the 6-month Programmatic and Financial Reports, due no later than fifteen (15) days after six (6) months from the commencement of the Grant Agreement, and the remaining 10% (\$606.00) upon receipt and approval of the Final Programmatic and Financial Reports, Final Project Deliverables and the GRANTEE's signed Certificate Of Grant Agreement Completion (Attachment F), due no later than thirty (30) days after the completion date. Grant recipients must meet the 6-month reporting obligation to be eligible for a continuance of the award for the remainder of the period of performance, and Grant recipients must meet the Final reporting obligation to be eligible for future awards from this grants program.
2. CARIBBEAN CONSERVATION shall have fifteen (15) days from receipt of any report to review, approve and issue appropriate payment OR reject the report. Acceptance of Programmatic Reports and Financial Reports is at the sole discretion of CARIBBEAN CONSERVATION.
3. If the GRANTEE completes all Project Tasks and Deliverables listed in Attachment A within six (6) months from the commencement of the Grant Agreement, the Final Reports and Deliverables can be submitted in place of the 6-month Reports and Deliverables.

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4. Programmatic Reports (Attachment C) should detail the progress made toward the Project Tasks as described in Attachment A.
5. Financial Reports must include a signed copy of the Financial Statement (Attachment D). All Financial Reports must be signed by a representative other than the Project Manager/Principal Investigator.
6. By granting funding hereunder, CARIBBEAN CONSERVATION does not make any warranty, guarantee, or any representation whatsoever regarding any of the work performed hereunder. CARIBBEAN CONSERVATION will receive research project results, reports, data, and deliverables "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Grantee is not liable for any direct, indirect, consequential, special or other damages suffered by sponsor as a result of CARIBBEAN CONSERVATION's use of project results, reports, data, or deliverables.

Article VI. Modification or Amendment

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless approved in writing by the parties. In the event that the GRANTEE anticipates that any specific line item in the Project Budget (Attachment B) shall vary by 20% or greater, the variance must be approved in advance in writing by CARIBBEAN CONSERVATION.

Article VII. Project Information Dissemination

The GRANTEE is encouraged to formulate a plan for dissemination of the project information and outcomes to governmental, scientific, and public communities. **The GRANTEE agrees to acknowledge the role of funding from the Sea Turtle Grants Program in any publicity related to this project, and to include the language below and the graphic contained in Attachment E on any and all publications, signage, or documents produced pursuant to this Agreement. All reports and information dissemination must contain the following wording (6 point minimum font size):**

This (report/display/sign/brochure/project) was funded (in whole or in part) by a grant awarded from the Sea Turtle Grants Program. The Sea Turtle Grants Program is funded from proceeds from the sale of the Florida Sea Turtle License Plate. Learn more at www.helpingseaturtles.org.

Article VIII. Insurance Requirements

To the extent required by law, the GRANTEE will either be self-insured for Workers' Compensation Claims, or will secure and maintain during the term of this Agreement, Workers' Compensation Insurance for all of its officers, employees, servants, and agents connected with this Project.

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Article IX. 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.

Article X. Points of Contact

The Parties shall direct all matters arising in connection with the performance of this Grant Agreement to the attention of the following:

For CARIBBEAN CONSERVATION:

Daniel Evans
Caribbean Conservation Corporation
4424 NW 13th St, Ste B-11
Gainesville, Florida 32609
Phone: (352) 373-6441
Fax: (352) 375-2449
Email: drevans@cccturtle.org

For GRANTEE:

Richard Walesky
Palm Beach County
Dept. Of Environmental Res. Mgmt.
2300 N Jog Rd, 4th Floor
West Palm Beach, FL 33411
Phone: (561) 233-2400
Fax: (561) 233-2414
Email: rwalesky@co.palm-beach.fl.us

Article XI. Financial Records

1. The books and accounts, files, and other records of the GRANTEE which are applicable to this Grant Agreement at all times and for a period of five (5) years from the expiration date of this Grant Agreement, shall be available for inspection, review, and audit by CARIBBEAN CONSERVATION or its selected representatives, including independent certified public accountants, to determine the proper application and use of all funds paid to or for the account or benefit of the GRANTEE. Monitoring procedures may include, but are not limited to, on-site visits by CARIBBEAN CONSERVATION staff upon 30 days written notice to representative identified in Article X – Points of Contact.
2. The GRANTEE assumes sole responsibility for reimbursement to CARIBBEAN CONSERVATION the full amount of any expenditures disallowed through audit exception or some other appropriate means determining that expenditures from funds granted to the GRANTEE for direct and/or indirect costs were not made in compliance with this Grant Agreement or generally accepted accounting principles.
3. GRANTEE agrees to provide CARIBBEAN CONSERVATION with a copy of any independent auditors' report upon request. If the report contains instances of non-compliance with federal and/or state laws and regulations which bear directly on the performance or administration of this Grant Agreement, the GRANTEE shall provide CARIBBEAN CONSERVATION with copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved.

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Article XII. Liability & Insurance

GRANTEE assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of GRANTEE and its officers, employees, servants, and agents thereof while acting within the scope of their employment by GRANTEE. GRANTEE warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by GRANTEE. GRANTEE and CARIBBEAN CONSERVATION further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Article XIII. Default, Termination & Remedies

1. If GRANTEE fails to fulfill its obligations under this Grant Agreement in a timely and proper manner, CARIBBEAN CONSERVATION shall have the right to terminate this Grant Agreement by giving written notice of any deficiency and by allowing GRANTEE thirty (30) days to correct the deficiency. If GRANTEE is unable to correct deficiencies within thirty (30) days, CARIBBEAN CONSERVATION may terminate this Grant Agreement.
2. Either party may terminate the Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, at least 30 days prior to the termination date specified in this agreement.
3. In the event of termination, GRANTEE shall reimburse CARIBBEAN CONSERVATION the difference between the Grant Amount received and the amount incurred by GRANTEE including all costs and uncancelable obligations incurred in accordance with this Agreement for work satisfactorily performed as of the effective date of termination.
4. A default under this Grant Agreement shall include, without limitation, the following:
 - a) If GRANTEE files for bankruptcy, makes a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
 - b) If GRANTEE disregards laws, ordinances, or otherwise fails to comply with any material provision of this Grant Agreement or commits a substantial violation of the provisions of this Grant Agreement.
 - c) GRANTEE fails to timely provide the work or deliverables as described herein.
5. GRANTEE shall not be held liable to CARIBBEAN CONSERVATION for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond GRANTEE's control), including, without limitation, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; or inability to obtain transportation



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or necessary materials in the open market. GRANTEE shall promptly notify CARIBBEAN CONSERVATION in the event of such a condition and the anticipated period of non-performance, which shall not exceed thirty (30) days. If any such period continues for thirty (30) days or more GRANTEE shall have the right to terminate this Grant Agreement upon thirty (30) days prior written notice to CARIBBEAN CONSERVATION. In this event, GRANTEE shall reimburse CARIBBEAN CONSERVATION the difference between the Grant Amount received and the amount incurred by GRANTEE including all costs and uncancelable obligations incurred in accordance with this Agreement for work satisfactorily performed and accepted by CARIBBEAN CONSERVATION as of the effective date of termination.

Article XIV. Relationship Between The Parties

1. It is understood and agreed that the work of GRANTEE will be rendered as an independent contractor and not as an employee of CARIBBEAN CONSERVATION and that no employee, agent, subcontractor, or assign of GRANTEE shall be deemed for any reason to be an employee, agent, subcontractor, or assign of CARIBBEAN CONSERVATION. In this regard, and without limitation, GRANTEE and employees, agents, subcontractors, or assigns shall not be deemed to be employed by CARIBBEAN CONSERVATION for purpose of any tax or contribution levied by the Federal Social Security Act or any corresponding State law with respect to employment or compensation for employment.
2. Nothing in this Grant Agreement shall be interpreted to establish any relationship other than that of an independent contractor between CARIBBEAN CONSERVATION and the GRANTEE, its employees, agents, subcontractors, or assigns during or after the performance of work in accordance with this Grant Agreement.

Article XV. Federal/Florida Single Audit Act

1. Effective September 30, 2004, the Florida Single Audit Act requires all non-State organizations who expend in excess of \$500,000 of State financial assistance to comply with the audit requirements of the Act, pursuant to Section 215.97(2)(a), Florida Statutes. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. An outline of the "Requirements of the Federal and Florida Single Audit Act" can be found on the Sea Turtle License Plate website at <http://www.helpingseaturtles.org>.
2. In accordance with Section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Pursuant to the Lobbying Disclosure Act of 1995, the GRANTEE agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

Article XVI. General Provisions

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1. GRANTEE, its employees, subcontractors or assigns, shall fully comply with all applicable federal, state, and local laws and regulations relating to the performance of work in accordance with this Grant Agreement.
2. It is further understood and agreed this Grant Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or other formal or informal business organization of any kind. The rights and obligations of the Parties shall be only those expressly set forth herein. Furthermore, neither Party shall have authority to bind the other Party.
3. During the term of this Grant Agreement, this Grant Agreement may not be assigned, delegated or otherwise transferred by the GRANTEE in whole or in part without the prior written consent of CARIBBEAN CONSERVATION.
4. This Agreement represents the entire agreement of the parties. This Grant Agreement shall not be amended, modified, or extended, nor shall any waiver be effective, unless set forth in a written document executed by duly authorized representatives of both Parties. No verbal agreements between the Parties shall affect or modify any of the terms or conditions of this Grant Agreement. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term covenant, or condition for any such subsequent breach of the same.
5. This Grant Agreement contains all of the agreements, representations, and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the work set forth herein.
6. If any part, term, or provision of this Grant Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Grant Agreement, the validity of the remaining portions of the provisions shall not be affected thereby.
7. This Grant Agreement shall be enforced and interpreted under the laws of the State of Florida.
8. Any disputes shall be resolved in the courts of Alachua County, Florida. Each party shall be responsible for its own legal costs and attorneys fees regardless of whoever prevails in court.
9. The headings and subheadings used throughout this Grant Agreement are for convenience only and have no significance in the interpretation of the body of this Grant Agreement, and the Parties direct that they be disregarded in construing the provisions of this Grant Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed by their properly and duly authorized representatives.

**CARIBBEAN CONSERVATION
CORPORATION**

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: David Godfrey
(type name)

By: John F. Koons, Chairman
(print name)

(signature)

(signature)

Title: Executive Director

Title: Chairman

Date: _____

Date: _____

Witness:

Attest:

By: _____
(print name)

By: Sharon R. Bock, Clerk & Comptroller
(print name)

(signature)

(signature)

Title: _____

Date: _____

Date: _____

Approved as to terms and conditions:

Richard E. Walesky
Richard E. Walesky, Director

Approved as to form and legal sufficiency:

GRANTEE Attorney

List of Attachments included as part of this Agreement:

- Attachment A: Project Summary, Tasks & Deliverables
- Attachment B: Project Budget
- Attachment C: Programmatic Report Form
- Attachment D: Financial Statement Report Form
- Attachment E: Language & Graphic Acknowledging Funding Source
- Attachment F: Certificate of Grant Agreement Completion Form

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Sea Turtle Grant #09-037E

Attachment A PROJECT SUMMARY, TASKS AND DELIVERABLES

Project Summary: The effects of artificial lighting are no longer limited to coastal properties. This proposal will initiate a Sea Turtle Education and Dark Sky Awareness campaign. Educational materials including: temporary tattoos, static cling decals, grocery totes and brochures will be developed and distributed throughout Palm Beach County. Educational material will emphasize the effects of artificial lighting and the impacts of beach furniture on sea turtle populations. The project will also develop advertisements on Palm Tran buses. This form of public transportation will be used to display the "Dark Skies Save Sea Turtles' Lives" campaign along the coastal regions of Palm Beach County and will be displayed for a minimum of four weeks. Education of key user groups and property owners can help to reduce the impacts of sky glow and furniture interactions by promoting a better understanding of the extent that Palm Beach County beaches are utilized by sea turtles and by providing management recommendations to the public.

Project Tasks and Expected Accomplishments: The goals of this project are to educate the public, including both local residents and tourists, on the significance of Palm Beach County beaches for endangered and threatened species of sea turtles and to encourage community participation in the protection and preservation of sea turtles. The educational materials will provide a means for the local community to receive accurate and up to date information on the utilization of their beaches by nesting sea turtles, and receive guidance as to things they can do to help protect and preserve sea turtles and their nesting habitat. Several educational mediums will be used to attempt to reach a broad audience, including tourists, coastal residents, property managers, and condominium and municipal boards. ERM will also display advertisements on 15 public transportation buses for a minimum of 4 weeks. ERM will distribute over 6,000 sea turtle temporary tattoos, 1,000 static cling decals, and 1,000 E-conscious reusable grocery totes to local nature centers, resorts, and residents.

GRANTEE shall provide to CARIBBEAN CONSERVATION, a draft of all educational, print or broadcast materials, including but not limited to, brochures, flyers, pamphlets, billboards, booklets, displays, CDs, videos and signage for review and approval by CARIBBEAN CONSERVATION prior to printing or duplication of the materials. Also, please note that the Language & Graphic Acknowledging Funding Source is required, see Attachment E.

6-month Deliverables (in addition to required reports):

- Final approved copies of educational materials.
- Image of Palm Tran Advertisements; Bus route and schedule.

Final Deliverables (in addition to required reports):

- Educational materials distribution list
 - Copies of press releases and related articles
 - Educational presentation summary
 - Digital photographs documenting project.
- //



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Attachment B
PROJECT BUDGET

PROJECT BUDGET	FUNDS AWARDED
Itemized Expenses & Equipment	
(15) Advertisement spaces on Palm Tran Buses	\$1,950.00
2" x 2" one color temporary tattoo (6,000 x \$0.14)	\$ 840.00
4" diameter static cling decals (1,000 x \$1.02)	\$ 1,020.00
12.5"x14.5"x7" E-conscious Non-woven Grocery Tote (1,000 x \$2.25)	\$ 2,250.00
Labor Cost (list project position titles)	
Indirect Costs - (Not more than 5% of total project cost)	
TOTAL AWARDED	\$6,060.00

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Attachment C
PROGRAMMATIC REPORT FORMAT (maximum of 2 pages)

Grantee:

Contract Number: Use the number assigned by the Caribbean Conservation Corporation. Listed on the upper right of this agreement.

Project Title:

Report Period: List dates and if this is the 6-month or Final Programmatic Report.

Project Manager(s)/Principle Investigator(s):

Tasks: List the Project Tasks that were scheduled to be completed by the report date according to your accepted proposal's timeline.

Deliverables: List the deliverables that were scheduled to be included with the report as listed in Attachment A of your grant contract.

Accomplishments: Provide concise statements that summarize the progress towards accomplishing the tasks listed above. This **should include** status of the project/research, description of field and/or lab work, description of development and/or printing of educational materials (attach samples), and description of equipment purchases. Also, describe any problems that were encountered and what was done to solve resolve them.

REMEMBER: *GRANTEE shall provide to CARIBBEAN CONSERVATION, a draft of all educational, print or broadcast materials, including but not limited to, brochures, flyers, pamphlets, billboards, booklets, displays, CDs, videos and signage for review and approval by CARIBBEAN CONSERVATION prior to printing or duplication of the materials.* Also, please note that the Language & Graphic Acknowledging Funding Source is required, see Attachment E.

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**Attachment D
FINANCIAL STATEMENT**

Grantee: Palm Beach County

Expenditure Report Period	From: (mm/dd/yy)	To: (mm/dd/yy)
----------------------------------	-------------------------	-----------------------

Funds received to date from Sea Turtle Grant Program \$ _____

Funds requested with this statement

- ☐ 10% of total grant amount with 6 Month Report \$ _____
☐ 10% of total grant amount with Final Report \$ _____

Submitted with this report: (Check the appropriate boxes):

- ☐ 6 Month Programmatic Report ☐ Final Programmatic Report
☐ Deliverables for 6 Month report ☐ Deliverables for Final Report
☐ Equipment Purchase Receipts, if Applicable

I hereby certify that to the best of my knowledge and belief the above report covers the expenditures on this project, is complete and accurate, and expenditures have been made in accordance with the grant policy. Supporting documents are available for audit.

Institutional Financial Representative (not Project Manager)		Date
Signature		Telephone
Title		Fax
Institution	Email Address	

For CCC use only		
Deliverables approved by: _____		
Report approved by: _____		
Financial report approved by: _____		
Check issued: Check #	Date:	Amount:

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Attachment E
LANGUAGE & GRAPHIC ACKNOWLEDGING FUNDING SOURCE

This (report/display/sign/brochure/project) was funded (in whole or in part) by a grant awarded from the Sea Turtle Grants Program. The Sea Turtle Grants Program is funded from proceeds from the sale of the Florida Sea Turtle License Plate. Learn more at www.helpingseaturtles.org.



Digital files of the Sea Turtle License Plate image for use in all publications, signage, or documents produced pursuant to this Agreement can be downloaded from CCC's website at <http://www.helpingseaturtles.org/images.htm>

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Attachment F
CERTIFICATE OF GRANT COMPLETION

Grantee: Palm Beach County
Project: Palm Beach County Sea Turtle Education and Dark Sky Awareness Program
Project Dates: _____ to _____ **Total Amount:** \$6,060.00

GRANTEE'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by the GRANTEE as required by law; and that all public liability claims are covered liability claims that are covered by insurance.

Article XVII.
Grantee Project Manager or Principle Investigator
Signature: _____
Name (Print): _____
Title: _____
Date: _____

Personally appeared before me this _____ day of _____, 20____,
known (or made known) to me to be the Project Manager or Principle Investigator of the Project listed
above, who subscribed and swore to the above instrument in my presence.

☐ Personally Known Or
☐ Produced Identification, type of Identification Produced: _____

Notary Public
Name: _____
My commission expires: _____

CERTIFICATE BY THE CARIBBEAN CONSERVATION CORPORATION

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

By: _____
Name (Print): Daniel R. Evans
Title: Sea Turtle Grants Program Administrator
Date: _____

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2009 -

0992

BGEX - 380 - 041709*1485

BGRV - 380 - 041709*514

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDABUDGET AMENDMENTFund 3652 Beach Improvement Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended 4/16/2009	REMAINING BALANCE
<u>REVENUES</u>						
381-M101-Caribbean Conserv Corp Grant 3439-State Grant Other Physical Enviro	0	0	6,060	0	6,060	
TOTAL RECEIPTS & BALANCES	25,130,517	44,768,217	6,060	0	44,774,277	
<u>EXPENDITURES</u>						
381-M101-Caribbean Conserv Corp Grant 5201 - Operating Supplies	0	0	4,060		4,060	4,060
381-M101-Caribbean Conserv Corp Grant 4945-Advertising	0	0	2,000	0	2,000	2,000
TOTAL APPROPRIATIONS & EXPENDITURES	25,130,517	44,768,217	6,060	0	44,774,277	

Environmental Resources

Management

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

Richard E. Wainwright 4/22/09
John 4-29-09

SN 4/28/09

MD
4/28/09

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

May 19, 2009

Deputy Clerk to the
Board of County Commissioners