

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 19, 2012 (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 #12-035E in the amount of \$9,795 with the Sea Turtle Conservancy (STC) to fund a press kit, public screening fees and venue fees for a Dark Sky Festival, expiring April 30, 2013;
- B) **approve** Budget Amendment of \$9,795 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 this Grant Agreement, and necessary minor amendments that do not change the scope of work, terms or conditions of the Grant Agreement.
- D) **authorize** the County Administrator or his designee to sign agreements associated with venue activities reviewed by County Attorney and within the approved budget.

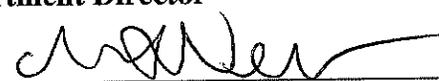
Summary: Artificial lighting has impacts on numerous species of wildlife including sea turtles. Environmental Resources Management (ERM) will expand the existing Dark Sky Awareness educational campaign by coordinating a one day free public event in the Spring of 2013 that will emphasize the importance of preserving the night sky and provide participants with the knowledge to make more environmentally sound lighting choices. The STC grant will reimburse \$9,795 for project costs using funds from the Florida Sea Turtle License Plate Grant Program. No County match is required. The Grant Agreement is effective upon execution by both parties and expires April 30, 2013. 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 an effort to increase awareness regarding the cumulative impacts of artificial lighting, ERM will have a free public event which will include activities such as a free screening of "The City Dark", a documentary about light pollution and the disappearing night sky. Exhibitors including lighting design firms, environmental organizations and local experts will also be invited to participate. This is the third phase of ERM's Sea Turtle Education and Dark Sky Awareness campaign. Due to the popularity of the educational material produced with previous grants, STC has awarded PBC additional funding for a press kit, public screening fee, and venue fees.

Attachments:

- 1. Grant Agreement
- 2. Budget Amendment (3652)

Recommended by:  5/29/12
 Department Director Date

Approved by:  6/15/12
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2012 | 2013 | 2014 | 2015 | 2016 |
|--|----------------------|----------------------|-------------|--------------|---------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>7,836</u> | <u>1,959</u> | _____ | _____ | _____ |
| External Revenues | <u><7,836></u> | <u><1,959></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:

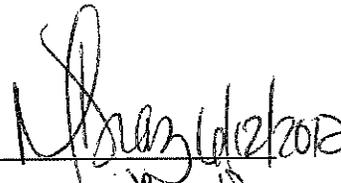
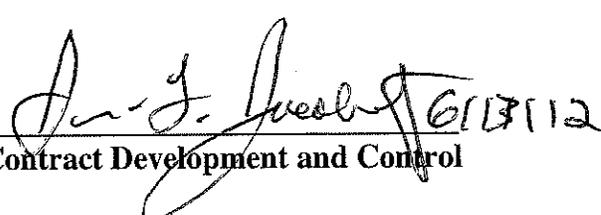
Florida Sea Turtle License Plate Funds-SFDA 76.070-No match required

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

A.


 OFMB *11/11*

 Contract Development and Control *6/13/12*

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

Department Director



Sea Turtle Grant #12-035E

**SEA TURTLE CONSERVANCY
SEA TURTLE GRANTS PROGRAM**

GRANT AGREEMENT

Sea Turtle Grant Contract No. 12-035E

THIS AGREEMENT is entered into between "the Parties", SEA TURTLE CONSERVANCY, whose address is 4424 NW 13th Street, Suite B-11, Gainesville, FL 32609 and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, 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 SEA TURTLE CONSERVANCY 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 Phase III** (hereinafter referred to as the "Project"), was recommended for funding by the Sea Turtle Grants Committee at its March 26, 2012 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 SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY, 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 SEA TURTLE CONSERVANCY prior to printing, production or duplication of the materials. SEA TURTLE CONSERVANCY has fifteen (15) days to review submitted drafts. A revised draft based on the review may be required at the discretion of SEA TURTLE CONSERVANCY. GRANTEE may not include any language of a fundraising or membership-development nature on any materials produced with funding provided by the Sea Turtle Grants Program. Failure to obtain approval on a draft may result in termination of this contract.

Article IV. Period of Performance

The period of performance of this Grant Agreement shall commence on May 1, 2012 or upon execution by both parties, whichever is later, and end on April 30, 2013, inclusive. The Project must be completed by the expiration date of this Agreement, unless an extension is requested in writing and approved by SEA TURTLE CONSERVANCY.

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, SEA TURTLE CONSERVANCY shall pay the GRANTEE a total of \$9,795.00 (hereinafter referred to as the "Grant Amount") to support the Project distributed according to the following annual schedule: 80% (\$7,836.00) of annual amount upon execution of agreement, 10% (\$979.50) 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% (\$979.50) 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. SEA TURTLE CONSERVANCY shall have twenty-one (21) 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 SEA TURTLE CONSERVANCY.

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, SEA TURTLE CONSERVANCY does not make any warranty, guarantee, or any representation whatsoever regarding any of the work performed hereunder. SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY's use of project results, reports, data, or deliverables.

Article VI. Modification, Extension or Amendment

No waiver or modification of this Agreement or of any covenant, condition, extension, 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 SEA TURTLE CONSERVANCY.

Article VII. Project Information Dissemination

The GRANTEE is encouraged to work with SEA TURTLE CONSERVANCY to formulate a plan for dissemination of the project information and outcomes to governmental, scientific, and public communities through press releases, newsletters and online sources. **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 SEA TURTLE CONSERVANCY :

Daniel Evans
Sea Turtle Conservancy
4424 NW 13th St, Ste B-11
Gainesville, Florida 32609
Phone: (352) 373-6441
Fax: (352) 375-2449
Email: drevans@conserveturtles.org

For GRANTEE:

Project Manager:
Robert Robbins, Dir
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: rrobbins@co.palm-beach.fl.us

Alt Contact:
Paul Davis
Palm Beach County
Dept. Of Environmental Res. Mgmt.
2300 N Jog Rd, 4th Floor
West Palm Beach, FL 33411
Phone: 561-233-2400
Fax: 561-233-2509
Email: pdavis@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 SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY staff upon 30 days written notice to representative identified in Article X – Points of Contact.



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2. The GRANTEE assumes sole responsibility for reimbursement to SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY with copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved.

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 fully 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 SEA TURTLE CONSERVANCY 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 of 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, SEA TURTLE CONSERVANCY 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, SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY 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.



Sea Turtle Grant #12-035E

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 SEA TURTLE CONSERVANCY 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 or necessary materials in the open market. GRANTEE shall promptly notify SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY. In this event, GRANTEE shall reimburse SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY. In this regard, and without limitation, GRANTEE and employees, agents, subcontractors, or assigns shall not be deemed to be employed by SEA TURTLE CONSERVANCY 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 SEA TURTLE CONSERVANCY and the GRANTEE, its employees, agents, subcontractors, or assigns during or after the performance of work in accordance with this Grant Agreement.

Article XV. General Provisions

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.



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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 SEA TURTLE CONSERVANCY .

4. This Agreement represents the entire agreement of the parties. This Grant Agreement shall not be amended, modified, 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.



Sea Turtle Grant #12-035E

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

SEA TURTLE CONSERVANCY

GRANTEE

By: David Godfrey
(type name)

By: Shelley Vana
(print name)

(signature)

(signature)

Title: Executive Director

Title: Chair

Date: _____

Date: _____

Witness:

Attest:

By: _____
(print name)

By: _____
(print name)

(signature)

(signature)

Title: _____

Date: 5/30/12
Approved as to terms and conditions.

Date: _____

[Signature]
Robert Robbins, Director

Approved as to form and legal sufficiency:
[Signature]
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



Sea Turtle Grant #12-035E

Attachment A PROJECT SUMMARY, TASKS AND DELIVERABLES

Project Summary: This project is the third phase of the Sea Turtle Education and Dark Sky Awareness campaign. Educational materials were produced with Sea Turtle Grant #09-037E and #11-014E. ERM will expand the educational campaign by hosting a Dark Sky Festival. This event will focus on educating the residents and visitors of Palm Beach County on the harmful effects of light pollution and will provide the resources for change. The free public event will emphasize the effects of artificial lighting on astronomy, possible links to human health and impacts to wildlife, with emphasis on local sea turtle populations. A wide range of exhibitors including lighting design firms, environmental organizations and local experts will be invited to participate. The schedule of events will include activities such as a free screening of "The City Dark" a documentary about light pollution and the disappearing night sky, discussion from a panel of experts, a photography exhibit and a "star" party. Funding is for a press kit, public screening fee, and venue fees.

Project Tasks and Expected Accomplishments: The Dark Sky Festival will attempt to reach a broad audience, including tourists, residents, schools, property managers, condominium and municipal boards and local lighting representatives and consultants. ERM will also invite local and international environmental organizations and wildlife experts to participate. With the background information provided at the Dark Sky Festival participants will walk away with an understanding of how important conserving the night sky is and they will have the knowledge to make more environmentally sound lighting choices. The Dark Sky Festival will educate local residents and visiting tourist that even though they do not live directly on the coast, their choices still impact coastal life.

The GRANTEE shall provide to SEA TURTLE CONSERVANCY, 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 SEA TURTLE CONSERVANCY prior to printing, production or duplication of the materials. SEA TURTLE CONSERVANCY has fifteen (15) days to review submitted drafts. A revised draft based on the review may be required at the discretion of SEA TURTLE CONSERVANCY. GRANTEE may not include any language of a fundraising or membership-development nature on any materials produced with funding provided by the Sea Turtle Grants Program. Failure to obtain approval on a draft may result in termination of this contract.

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

- Report will include Participant List, Draft Schedule of Events Draft copies of Public Relations materials (press release, posters, postcard, banner), Draft copy of advertisement, Confirmation of venue and film screening

Final Deliverables (in addition to required reports):

- Copy of press article(s) related to the project.
- Final Copies of the Public Relations materials (press release, posters, postcard, banner)
- Summary of attendance to the event
- Summary of promotional material distribution
- Photographs of the event



Sea Turtle Grant #12-035E

**Attachment B
PROJECT BUDGET**

| PROJECT BUDGET | FUNDS AWARDED |
|---|----------------------|
| Itemized Expenses & Equipment | |
| Public Screening Fee | \$295.00 |
| PB Post Print and Electronic Advertisement | \$1,000.00 |
| Photography-mounted images | \$1,000.00 |
| Venue Rental | \$5,000.00 |
| PR (Including festival coordination, graphic art design, banners, postcards, posters) | \$2,500.00 |
| | |
| | |
| Labor Cost (list project position titles) | |
| | |
| | |
| | |
| Indirect Costs - (Not more than 5% of total project cost) | |
| TOTAL AWARDED | \$9,795.00 |



Sea Turtle Grant #12-035E

Attachment C
PROGRAMMATIC REPORT FORMAT (maximum of 2 pages)

Grantee:

Contract Number: Use the number assigned by the Sea Turtle Conservancy. 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.



Sea Turtle Grant #12-035E

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 |

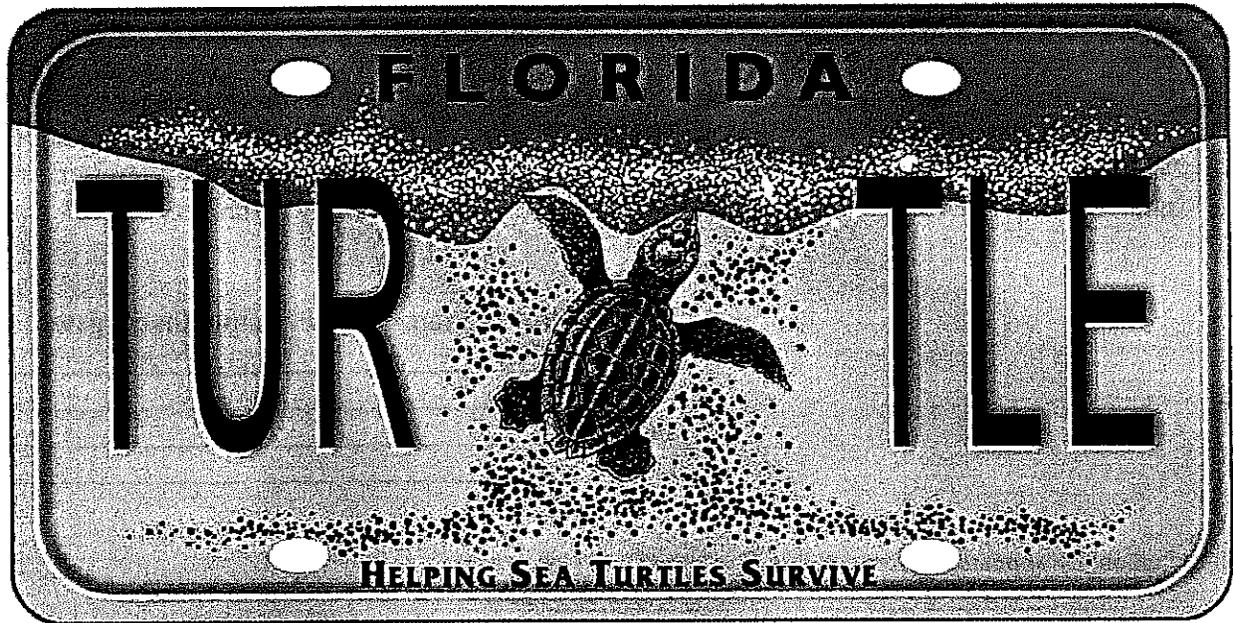
| | | |
|-------------------------------|-------|---------|
| For STC use only | | |
| Deliverables approved by: | | |
| Report approved by: | | |
| Financial report approved by: | | |
| Check issued: Check # | Date: | Amount: |



Sea Turtle Grant #12-035E

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 <http://www.helpingseaturtles.org/graphics.php>



Sea Turtle Grant #12-035E

**Attachment F
CERTIFICATE OF GRANT COMPLETION**

Grantee: Palm Beach County

Project: Palm Beach County Sea Turtle Education and Dark Sky Awareness Program Phase III

Project Dates: _____ to _____

Total Amount: \$9,795.00

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 XVI.

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 SEA TURTLE CONSERVANCY

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: _____

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS




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[Name History](#)

Submit

Detail by Entity Name

Florida Non Profit Corporation

SEA TURTLE CONSERVANCY, INC.

Filing Information

| | |
|-----------------------------|---------------------------|
| Document Number | 701748 |
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| State | FL |
| Status | ACTIVE |
| Last Event | AMENDMENT AND NAME CHANGE |
| Event Date Filed | 09/09/2010 |
| Event Effective Date | NONE |

Principal Address

4424 NW 13TH STREET
SUITE B-11
GAINESVILLE FL 32609 US

Changed 04/23/2007

Mailing Address

4424 NW 13TH STREET
SUITE B-11
GAINESVILLE FL 32609 US

Changed 04/23/2007

Registered Agent Name & Address

GODFREY, DAVID B
4424 NW 13TH STREET
SUITE B-11
GAINESVILLE FL 32609 US

Name Changed: 04/07/2009
Address Changed: 04/23/2007

Officer/Director Detail

Name & Address

Title P

FORTE, LAURA J
196 E. 75TH ST, #20C
NEW YORK NY 10021

Title S

ROSE, F. PETER
2131 E. DRACHMAN ST.
TUCSON AZ 85719

Title D

CARR, ARCHIE F III
3713 NW 40TH STREET
GAINESVILLE FL 32606

Title C

CLAY, LONDON T
10 MEMORIAL BLVD., SUITE 902
PROVIDENCE RI 02903

Title T

SHUFRO, NICHOLAS A
63 BEVERLY DR.
AVON CT 06001

Title D

PHIPPS, JEFFREY S
500 ORCHARD POND RD
TALLAHASSEE FL 32312

Annual Reports

Report Year Filed Date

| | |
|------|------------|
| 2010 | 03/09/2010 |
| 2011 | 03/29/2011 |
| 2012 | 03/23/2012 |

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2012 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

**FILED
Mar 23, 2012
Secretary of State**

DOCUMENT# 701748

Entity Name: SEA TURTLE CONSERVANCY, INC.

Current Principal Place of Business:

New Principal Place of Business:

4424 NW 13TH STREET
SUITE B-11
GAINESVILLE, FL 32609 US

Current Mailing Address:

New Mailing Address:

4424 NW 13TH STREET
SUITE B-11
GAINESVILLE, FL 32609 US

FEI Number: 59-6151069

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

GODFREY, DAVID B
4424 NW 13TH STREET
SUITE B-11
GAINESVILLE, FL 32609 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: P
Name: FORTE, LAURA J
Address: 196 E. 75TH ST, #20C
City-St-Zip: NEW YORK, NY 10021

Title: S
Name: ROSE, F. PETER
Address: 2131 E. DRACHMAN ST.
City-St-Zip: TUCSON, AZ 85719

Title: D
Name: CARR, ARCHIE F III
Address: 3713 NW 40TH STREET
City-St-Zip: GAINESVILLE, FL 32606

Title: C
Name: CLAY, LONDON T
Address: 10 MEMORIAL BLVD., SUITE 902
City-St-Zip: PROVIDENCE, RI 02903

Title: T
Name: SHUFRO, NICHOLAS A
Address: 63 BEVERLY DR.
City-St-Zip: AVON, CT 06001

Title: D
Name: PHIPPS, JEFFREY S
Address: 500 ORCHARD POND RD
City-St-Zip: TALLAHASSEE, FL 32312

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ARCHIE F. CARR III

D

03/23/2012

Electronic Signature of Signing Officer or Director

Date

2012 - 09/6

BGEX - 380 - 05151200000000001473

BGRV - 380 - 05151200000000000536

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

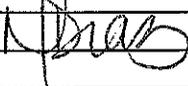
Fund 3652 Beach Improvement Fund

| ACCOUNT NAME AND NUMBER | ORIGINAL | CURRENT | INCREASE | DECREASE | ADJUSTED ENCUMBERED | | REMAINING |
|--|-------------------|-------------------|--------------|----------|---------------------|------------|-----------|
| | BUDGET | BUDGET | | | BUDGET | / Expended | |
| <u>REVENUES</u> | | | | | | | |
| 381-M101 Sea Turtle Conservancy 3439-State Grant Other Phys Environ | 0 | 5,800 | 9,795 | 0 | 15,595 | | |
| TOTAL RECEIPTS & BALANCES | 38,541,059 | 38,174,566 | 9,795 | 0 | 38,184,361 | | |
| <u>EXPENDITURES</u> | | | | | | | |
| 381-M101 Sea Turtle Conservancy 3401-Other Contractual Services | 0 | 0 | 9,795 | 0 | 9,795 | 0 | 9,795 |
| TOTAL APPROPRIATIONS & EXPENDITURES | 38,541,059 | 38,174,566 | 9,795 | 0 | 38,184,361 | | |

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates


 6/18/2012 JBH

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

6/19/2012

Deputy Clerk to the
Board of County Commissioners