





## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$12,446</u>	_____	_____	_____	_____
External Revenues	<u>&lt;\$12,446&gt;</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>0</u>	 _____	 _____	 _____	 _____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact FWC CFSA 77.007

### C. Department Fiscal Review:

*[Signature]*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Administrator Comments:

<p><i>[Signature]</i> 1/2/16          OFMB HP SC 08 2/1/21          1/15 1/19 1/19</p>	<p><i>[Signature]</i> 1/29/16          Contract Administrator          Barbara 1-28-16</p>
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### B. Legal Sufficiency:

*Anne Helgert* 2/1/16  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director



ATTACHMENT 1

FWC Agreement No. 15107

STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 15107

CFDA Title(s): not applicable	CFDA No(s): not applicable
Name of Federal Agency(s): not applicable	
Federal Award No(s): not applicable	Federal Award Year(s): not applicable
Federal Award Name(s): not applicable	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s): 77-007
State Award No(s): FWC-15107	State Award Year(s): 2014-15
State Award Name(s): Palm Beach Artificial Reef Monitoring 2016-17	

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 Palm Beach County a Political Subdivision of the State of Florida, by and through its Board of Commissioners, FEID # 59-6000785, whose address is 2300 N. Jog Rd., 4th Floor West Palm Beach, FL 33411, hereinafter “Grantee.”

WHEREAS, the Commission and Grantee have partnered together to compare fish populations, benthic infauna, and overall fauna/flora assemblages associated with artificial reefs and natural reefs located in the Atlantic Ocean off of Palm Beach County; and,

WHEREAS, Grantee has been awarded 'Palm Beach Artificial Reef Monitoring 2016-17', grant FWC-15107 ; 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:

- 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 nine (9) 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 04/15/2017. 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. Agreements executed under this grant award shall not precede a start date of 01/01/2016. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this Agreement, 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 fee schedule basis as specified in Attachment A (Scope of Work), paragraph 5. Based on the fee schedule rates/amounts specified, maximum compensation under this Agreement shall not exceed \$12,446.
- 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 eleven (11), 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 eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or 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 vendor 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](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. CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of \$1 million); Attachment B, incorporated and made part of this Agreement.

**6. 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 that 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 that 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 that 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.

- 7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.** 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.

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.



8. **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 monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.
9. **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.
10. **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 may 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.

**11. 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  
Bradley Ennis  
Fisheries Biologist IV  
Division of Marine Fisheries Management  
2590 Executive Center Circle East, Suite 203  
Tallahassee, FL 32301  
Phone: (850) 617-9634  
Fax: (850) 487-4847  
bradley.ennis@myfwc.com

**FOR THE GRANTEE:**

Grant Manager  
Carman Vare  
Environmental Program Supervisor  
Palm Beach County DERM  
2300 N. Jog Rd., 4th Floor  
West Palm Beach, FL 33411  
Phone: (561) 233-2444  
Fax: (561) 233-2414  
cvare@pbcgov.org

**12. 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.

**13. INTELLECTUAL PROPERTY RIGHTS.**

- A. Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee.
- B. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual 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.



- C. **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.

#### 14. 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.

#### 15. 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 (1) percent 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 (15) percent 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 venturer, or partner of the State of Florida.

**16. MANDATORY DISCLOSURE.**

- A. Disclosure of Interested State Employees.** 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.
- B. 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 Agreement Manager, 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.

**17. 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.

**18. PUBLIC ENTITY CRIMES.**

- A. 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](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

- B. Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 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. Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

#### 19. VENDORS ON SCRUTINIZED COMPANIES LIST.

- A. Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., and is not engaged in business operations in Cuba or Syria.
- B. False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- C. Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

- 20. SPONSORSHIP.** As required by Section 286.25, F.S., if the Grantee 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.

#### 21. 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.** Pursuant to Section 119.0701, F.S., the Grantee shall comply with the following:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
  - b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.
- 22. 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.
- 23. 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 Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The 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: [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new Federal grant greater than or equal to \$25,000 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.

24. **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 Circular A-133, 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 C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.
25. **NON-EXPENDABLE PROPERTY.**
  - A. **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 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250 or more).
  - B. **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.
26. **FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**
  - A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. 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 written approval of the awarding federal agency.
  - B. **Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:
    - 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).
    - The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
    - 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). (Construction agreements awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other agreements which involve the employment of mechanics or laborers)



- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 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).

**C. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

**D. Certifications and Assurances – Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.

**E. Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

**27. DEBARMENT AND SUSPENSION.**

- A. Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify 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 agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- B. Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**28. PROHIBITION AGAINST LOBBYING.**



- A. **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 agreement, grant, or cooperative agreement. The Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying". The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- B. **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 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.
- C. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., 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. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.
- D. **Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

**29. AGREEMENT-RELATED PROCUREMENT.**

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement 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, under 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 Agreement 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, under 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 agreement, 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.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

**30. 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.

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.

**31. 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 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 contract 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.

- 32. INDEMNIFICATION.** If the 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 the Grantee is not a state agency or subdivision as defined above, the 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 the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the 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.

**33. NON-DISCRIMINATION.**

- A. Non-Discrimination in Performance.** 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.
- B. Discriminatory Vendor List.** In accordance with Section 287.134, 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. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**34. 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.

**35. 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.

**36. 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*.

**37. 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.

**38. 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 the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors



performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States 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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- C. Enrollment in E-Verify.** If the 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.

- 39. 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 the 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 the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The 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, the 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 terminate the Agreement in whole or in part.

40. **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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



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.

PALM BEACH COUNTY

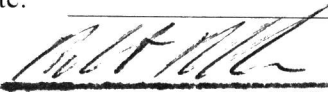
FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

SIGNATURE \_\_\_\_\_

Name: Mary Lou Berger

Title: Mayor

Date: \_\_\_\_\_

  
**APPROVED AS TO TERMS  
AND CONDITIONS.**

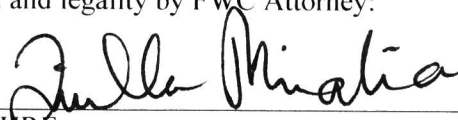
SIGNATURE \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality by FWC Attorney:

  
SIGNATURE \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
**ASSISTANT COUNTY ATTORNEY      DATE**

Attachments in this Agreement include the following:

- |            |   |   |
|------------|---|---|
| Attachment | A | Scope of Work   |
| Attachment | B | Certifications and Assurances                             |
| Attachment | C | Requirements of the Federal and Florida Single Audit Acts |
| Attachment | D | Copy of Federal Grant Award (if applicable)               |



Attachment A – SCOPE OF WORK

Project Name:	Palm Beach Artificial Reef Monitoring 2016-17	FWC Agreement No.	15107
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS/SERVICES

This project will assess and compare fish and benthic assemblages as well as algal growth on artificial reefs of differing structural makeup versus adjacent natural reefs. The artificial reef materials compared in this study will include ships, ships with concrete, large concrete reefs, and limestone boulder reefs. Overall, the goal of this study is to assess and compare artificial reefs of different structural materials, depths, and ages emphasizing hard coral and octocoral colonization on the materials with a goal of collecting data for creating criteria to better evaluate artificial reefs. In addition to the fish and benthic survey data, this project will also provide a mapping component to track any existing reef coordinate discrepancies and map out reef features at target sites.

This project will have at least 22 sampling events. With the exception of at least two (2) sampling events at RBM Reef, each of 21 different reef sites (**TABLE 1**) will be monitored at least once. For each sampling event at least six (6) qualified divers will participate in either a fish survey (at least 4 divers) or macroinvertebrate video collection (at least 2 divers) as well as sea turtle observations. Survey condition data will also be collected during sampling events and will include visibility, air/water temperatures, sea state, underwater current, latitude/longitude, max/average vertical relief of the reef, and the physical status of the artificial reef structure (e.g., scouring, shifting, signs of deterioration) if applicable. Photos and videos will be taken during surveys to document effort. All sampling events will occur in the sampling window of **February 1, 2016 – December 31, 2016**.

*Materials and Methods*

i. Reef Fish Surveys

Fish data will be collected using a modified Stationary Visual Census technique (Bohnsack, 1986) and Reef Environmental Education Foundation’s (R.E.E.F.) Roving Diver Method. During the timed stationary census species, counts, and size ranges will be recorded by a single observer at a fixed location slowly rotating in place in a conceptual 15-meter (49.2 ft) diameter surface-to substrate cylinder for 10 minutes. After the stationary census, roving diver counts will be conducted for the remainder of the dive (at least 15 minutes depending on depth). The roving diver counts will use the R.E.E.F. Roving Diver Method, which estimates total numbers of fish using a logarithmic scale: single = 1, few = 2-10, Many = 11-100, Abundant = 100+. Special attention will be given to locating and identifying cryptic and reclusive species and juveniles throughout the entire reef.



Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Palm Beach Artificial Reef Monitoring 2016-17	<b>FWC Agreement No.</b>	15107
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TABLE 1

Reef Name	Comparison Group	Deploy Year	Location	Material	Depth	Region
Esso Bonaire	1	1989	26° 57.851' N, 80° 00.478' W	Ship	> 80'	North
Julie's Reef	1	N/A	26° 57.405' N, 80° 01.393' W	Natural	50' -75'	North
JSS Walkover Reef †	N/A	2010	26° 57.896' N, 80° 03.730' W	Concrete	< 45'	North
JSS DOT Reef †	N/A	2010	26° 57.904' N, 80° 03.545' W	Concrete	< 45'	North
JSS Brock's Rocks †	N/A	2012	26° 57.210' N, 80° 03.730' W	Limestone	< 45'	North
Cross Reef (Jupiter Step)	N/A	2010	26° 57.908' N, 80° 03.924' W	Limestone	< 45'	North
Juno Pier-Kwiecinski Reef †	N/A	2014	26° 53.890' N, 80° 3.010' W	Limestone	< 45'	North
MG111	N/A	1995	26° 58.652' N, 80° 01.491' W	Ship	50' -75'	North
Tri-County Reef	N/A	1990	26° 45.815' N, 80° 01.282' W	Concrete	50' -75'	Central
Cross Current Reef	N/A	1998	26° 45.674' N, 80° 01.255' W	Limestone	50' -75'	Central
RBM Step Reef † ***	N/A	2011	26° 45.28' N, 80° 01.62' W	Concrete	50' -75'	Central
Danny McCauley Reef †	N/A	2013	26° 47.600' N, 80° 1.100' W	Ship	> 80'	Central
Sugar Sands Ledges N †	N/A	2015	26° 47.425' N, 80° 02.709' W	Concrete	< 45'	Central
Royal Park Bridge	2	2000	26° 47.745' N, 80° 01.058' W	Concrete	> 80'	Central
Larsen's Valley	2	N/A	26° 47.447' N, 80° 00.748' W	Natural	50' -75'	Central
Boynton Step N †	N/A	2013	26° 32.714' N, 80° 02.210' W	Limestone	< 45'	South
Boynton Step W	N/A	2011	26° 32.710' N, 80° 2.210' W	Limestone	< 45'	South
Sea Emperor	3	1991	26° 19.338' N, 80° 03.546' W	Ship	50' -75'	South
Boca Art. Reef Ledge	3	N/A	26° 19.644' N, 80° 03.522' W	Natural	50' -75'	South
Boynton Corridors	4	1998	26° 28.688' N, 80° 02.366' W	Limestone	> 80'	South
Delray Ledge	4	N/A	26° 28.144' N, 80° 02.606' W	Natural	50' -75'	South

† Site will be mapped during sampling events.

\*\*\* The RBM Step Reef will have at least two (2) separate sampling events. All other sites will have at least one (1) sampling event.

ii. Macroinvertebrate Surveys

Macroinvertebrate and algal colonization will be evaluated for each site through analysis of a video made of the substrate during a sampling event dive using high definition (at least 720p) cameras. During the dive at least one diver will record the dominant benthic organisms present with special attention paid to locating hard corals and octocorals for later cross-reference with the videos. At the same time, a videographer will swim a set pattern on the reef such that all major surface orientations, e.g., flat deck, side of hull, etc. are recorded.



**Attachment A – SCOPE OF WORK**

<b>Project Name:</b>	Palm Beach Artificial Reef Monitoring 2016-17	<b>FWC Agreement No.</b>	15107
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The high definition videos will be viewed post collection with a video editing software to identify the benthic organisms during a survey event. At least three (3) benthic specialists will view the videos and confirm species identification and density. Organisms will be identified to the lowest taxonomic level possible. Benthic organism abundance and coverage will be assessed using a two-tier grading scale, and assessments that will be scored on a logarithmic scale similar to R.E.E.F.'s: 1 = single individual or cover less than 1%; 2 = 2 to 10 individuals or cover 1 to 20%; 3 = 11 to 100 individuals or cover 21 to 50%; and 4 = > 100 individuals or cover > 50% of available substrate. From this information, relative abundance for each major category, e.g., hard coral, octocoral, sponge, alga, tunicate, hydroid, bare substrate, etc. will be estimated.

**iii. Sea Turtle Observations**

Species, estimated size, activity (resting on/near reef or on surface, swimming, feeding), response to divers, and approximate location on the reef will be recorded for each sea turtle observed during a sampling event. Photos or video will be obtained, if possible, and identifying characteristics noted (tags, scars, flipper deformities, tumors, etc.).

In addition to the fauna/flora survey activities, the **GRANTEE** will also survey and map eight (8) of the reef sites; RBM Step Reef, Danny McCauley Reef, Juno Pier – Kwiencinski, JSS Brock’s Rocks, JSS DOT, JSS Walkover, Boynton Step Reef N, and Sugar Sands Ledges N referenced in **TABLE 1**. These maps will include the overall topology, depth benchmarks, and geo-referenced points of interest at each dive location. The maps will be based on the dive surveys conducted during this study and will, to the best of the **GRANTEE**’s ability, be to scale. Coordinates and benchmarks at the other reef sites will be updated/corrected as needed and submitted to the **COMMISSION** within the progress reports as well as in a final report.

A 6 month sampling event progress report will be submitted to the **COMMISSION** in a spreadsheet format to provide an update of the findings during course of the project. Upon project completion, a final report detailing all sample collection, data analysis, and results (including statistical comparisons of reef sites as defined in **TABLE 1**, fauna/flora summaries for each reef site, and long-term observations based on previous monitoring efforts) will be prepared and submitted for **COMMISSION** review.

**B. BACKGROUND**

There are currently over 80 artificial reef locations in Palm Beach County (PBC) consisting of limestone boulders, secondary-use concrete, ships, and hundreds of reef modules. The artificial reefs provide habitat to numerous fish and invertebrate species, increasing fishery resources and subsequently enhancing recreational opportunities for anglers and divers. The 2001



**Attachment A – SCOPE OF WORK**

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Socioeconomic Study of Reefs in Southeast Florida showed that PBC's artificial reefs alone generate approximately \$200 million in sales and income and 1,756 jobs for PBC on an annual basis.

PBC's Artificial Reef Program mission is to create, manage, and monitor the long term effects of artificial reefs in southeast Florida. Monitoring artificial reefs is a key element in PBC's Artificial Reef Program to determine if the artificial reefs fulfill their purposes as directed by the Department of Environmental Resources Management's (ERM) Reef Monitoring Plan. Overall, PBC's goal is to advance the management of marine biological and fishery resources through monitoring and comparing the fishery and benthic assemblages on the different types of artificial reefs, i.e., structure, material, and vertical profile.

Understanding the long term effects of ecological succession as well as the influence of neighboring habitats are crucial in properly assessing artificial reef projects. Consequently, this requires extensive monitoring effort over an extended period of time. To examine the long term effects of the artificial reefs, several comparison scenarios are already in progress by PBC and are proposed to be continued in this project. PBC was previously funded by the FWC for 2014-15 (FWC-13248) to draw comparisons between fish assemblages and macroinvertebrate benthic composition on natural and artificial reef structures off of Palm Beach County. This project will seek to continue the monitoring effort comparisons with the inclusion of more artificial reef sites with concrete, limestone reefs, and ship/barge material as well as nearby natural reefs.

**C. SUPPORT OF COMMISSION MISSION**

Collection of biological (benthic and nekton assemblage) and physical data from this study will be used to assess the relative habitat value, productivity, and stability among artificial reefs characterized by specific combinations of depth and structural materials. This information will help with artificial as well as natural reef habitat management in near coastal environments in southeast Florida. By conducting systematic checks of artificial reefs deployed for varying amounts of time, as proposed in this study, managers will be able to better address long-term questions regarding rates of colonization and ecological succession of benthic assemblages, in addition to changes in physical characteristics of the habitats.

**D. DEFINITIONS**

The terms and abbreviations used herein shall have the meanings as defined below.

- i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the



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productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

- ii. “Sampling Event” means a one time site survey using the combined fish, macroinvertebrate, and sea turtle survey methods by a team of at least six (6) qualified personnel on a specific reef site to collect multiple types of information for that reef site. Multiple visits or dives may be needed to complete the sampling events.

**E. DATA STORAGE**

All data collected during field operations (e.g., navigation and positioning, still and video imagery in digital format, and observational fish surveys) will be recorded in the field in an organized field notebook (e.g. spiral bound book, binder, or collection of completed survey forms) or digitally recorded on a ruggedized, military-grade shock resistant, travel hard drive or laptop. If the data is initially recorded in a field notebook, it will be transferred to an appropriate digital storage device (e.g. external hard drive or desktop computer) before the end of the Agreement.

**GRANTEE** will provide the **COMMISSION** with a copy of all project data collected upon request.

**2. DELIVERABLES**

**A. Deliverable #1 (Fish and Macroinvertebrate Surveys)**

During the grant period, a total of 22 units of this deliverable are expected (at least one (1) sample event at each of 21 reef sites with at least two (2) sampling events at the RBM Step Reef site).

**i. Specific Project Deliverables & Associated Tasks**

One unit for this deliverable consists of the successful completion of stationary observation fish census, roving diver fish census, video collection (for macroinvertebrate identification), and sea turtle observation methods implemented by a team of at least six (6) qualified divers with expertise in the area of their survey responsibility.

**ii. Minimum Level of Performance**

Sampling events will be in compliance with the survey procedures as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement.



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Underwater horizontal visibility during a sampling event must be a minimum distance of at least 20 feet verified by a reference object 20 feet in distance from the surveyor.

### iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be one (1) progress report spreadsheet listing each reef surveyed providing information on the survey date, survey time, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application), survey method(s), types of reef materials surveyed, and estimated horizontal underwater visibility. In addition, any problems experienced or unusual observations or situations during any portion of the surveys shall be described in the progress report.

Tabular data will be provided in a standard XLS, XLSX, or a CSV tabular format that can readily be imported into any database or spreadsheet software.

### iv. Timeline for Completion

A progress report detailing sampling events completed and the associated video files will be submitted to the **COMMISSION** six (6) months after the contract execution. All surveys will take place within the allotted sampling window scheduled in this Agreement, **February 1, 2016 – December 31, 2016**.

## B. Deliverable #2 (Maps of Survey Sites)

During the grant period, a total of 8 units of this deliverable are expected (1 geo-referenced site map at each of at least eight (8) survey sites).

### i. Specific Project Deliverables & Associated Tasks

One unit of this deliverable consists of the successful completion of a site map depicting the size and spacing of natural and artificial reef material at a fish/macrobenthic survey site.

### ii. Minimum Level of Performance

A site map will depict the layout of artificial and natural reef material for one of the eight (8) target sites; RBM Step Reef, Danny McCauley Reef, Juno Pier – Kwincinski, JSS Brock's Rocks, JSS DOT, JSS Walkover, Boynton Step Reef N, and Sugar Sands Ledges N as referenced in **TABLE 1**. The site map will contain the following:



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1. Name of the site;
2. Date surveyed;
3. Scale bar;
4. North arrow;
5. At least three (3) geo-referenced depth bench marks;
6. Significant bathymetry contours;
7. Outlines of reef material;
8. Labelled points of interest at the site.

All maps will submitted to the **COMMISSION** will have a minimum resolution of 120 DPI.

#### iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be one or more electronic PDF document(s) containing the map(s) of a target site referenced in **TABLE 1**.

#### iv. Timeline for Completion

All site maps will be submitted to the **COMMISSION** at least 60 days prior to the expiration date of the grant Agreement.

### C. Deliverable #3 (Draft Version of the Final Report)

#### i. Specific Project Deliverables & Associated Tasks

The **GRANTEE** shall provide a draft version of the final report describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The draft final report will contain summaries of each monitoring event including date, dive conditions, physical descriptions with tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence, biomass, benthic percent cover and relative abundance) and sea turtle observations. The purpose of the draft final report is to provide the **COMMISSION** a minimum 30-day review period to provide the **GRANTEE** with peer review comments on the final report.

#### ii. Minimum Level of Performance

At a minimum, the draft final report shall contain the following:



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1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results, and statistical analysis;
3. A discussion section to provide:
  - a. conclusion and interpretation of results;
  - b. comparison of findings and conclusions with other studies including the data collected during the 2014-15, FWC-13248 agreement;
  - c. possible future research questions;
  - d. problems that limited the results of the project.
4. Tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. A tabular inventory and condition of artificial reefs monitored;
7. All raw and summarized data, along with all (if available) digital images and video will be required and must be provided on accompanying CD(s), DVD(s), and/or USB;
8. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (PDF) file on a CD rom or USB, suitable for posting on the internet.

**iii. Documentation / Criteria Used as Evidence of Performance**

Documentation will be an electronic standard DOC, DOCX, or PDF document providing a written narrative, methods, results, statistical analysis, and discussion.

**iv. Timeline for Completion**

The draft final report will be submitted to the **COMMISSION** at least 60 days prior to the expiration date of the grant Agreement.

**D. Deliverable #4 (Final Report)**

**i. Specific Project Deliverables & Associated Tasks**

A final report describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The final report will contain summaries of each monitoring event including date, dive conditions, physical descriptions with tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence, biomass, benthic percent cover and relative abundance) and sea turtle observations.



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### ii. Minimum Level of Performance

At a minimum, the final report shall contain the following, including consideration of additional comments provided in the review, if applicable:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results, and statistical analysis;
3. A discussion section to provide:
  - a. conclusion and interpretation of results;
  - b. comparison of findings and conclusions with other studies including the data collected during the 2014-15, FWC-13248 agreement;
  - c. possible future research questions;
  - d. problems that limited the results of the project.
4. Tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. A tabular inventory and condition of artificial reefs monitored;
7. All raw and summarized data, along with all (if available) digital images and video will be required and must be provided on accompanying CD(s), DVD(s), and/or USB;
8. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (PDF) file on a CD rom or USB, suitable for posting on the internet.

### iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic PDF document completed to the satisfaction of the **COMMISSION** providing a written narrative, methods, results, statistical analysis, and discussion.

### iv. Timeline for Completion

The final report will be submitted to the **COMMISSION** prior to the expiration date of the grant Agreement.

## 3. FINANCIAL CONSEQUENCES

- A. If survey data is not in compliance with the standards set forth in this Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE**'s payment.



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- B. If the reports are not provided to the satisfaction of the **COMMISSION**, the budget amount allocated for that deliverable will be deducted from the **GRANTEE**'s payment.
- C. 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.

**4. PERFORMANCE**

- A. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.
- B. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.
- C. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
- D. With the exception of lionfish (*Pterois* sp.) eradication, the harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this Agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this Agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this Agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified.
- E. Any published articles related to this artificial reef activity shall reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.



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**5. COMPENSATION AND PAYMENT**

**A. FEE SCHEDULE**

For satisfactory completion of 22 sampling events (at least one (1) sample event at each of 21 reef sites with at least two (2) sampling events at the RBM Step Reef site), eight (8) geo-referenced maps depicting reef material at target reef sites, one (1) draft report, and one (1) final report, the **COMMISSION** agrees to pay the **GRANTEE** a maximum of **\$12,446** on a fixed price basis according to the cost per unit in the following table:

**TABLE 2**

<b>Monitoring Deliverables</b>	<b>Unit Number</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>
#1 – Fish Survey and Macroinvertebrate Surveys	22	\$225	\$4950
#2 – Maps of Survey Sites	8	\$150	\$1200
#3 – Draft report	1	\$500	\$ 500
#4 – Final Report	1	\$5856	\$5796
<b>TOTAL</b>			<b>\$12,446</b>

**B. INVOICE SCHEDULE**

Invoices shall be submitted upon completion of the final deliverable and submitted at the end of the Agreement.

**C. TRAVEL EXPENSES**

Travel expenses are included in the fee schedule amount of this Agreement, and no additional travel or incidental expenses shall be compensated.

**D. FORMS AND DOCUMENTATION**

The **GRANTEE** will be required to complete a Certificate of Partial Payment form (Attachment D) when payment intervals have been noted in the Agreement. This form must be submitted to the **COMMISSION**'s Grant Manager starting with the first invoice and with each subsequent invoice requesting partial payment. The **COMMISSION**'s Grant Manager shall submit the executed form with the invoice to Accounting Services.



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### 6. MONITORING SCHEDULE

No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this Agreement.

### 7. INTELLECTUAL PROPERTY RIGHTS

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

### 8. SUBCONTRACTS

- A. The **GRANTEE** agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The **GRANTEE** will obtain a minimum of three written quotes for any subcontracts required for Agreements in the amount of \$35,000 or less, and the **GRANTEE** will publicly advertise and send bid specifications to a minimum of three (3) potential subcontractors for any subcontracts required for Agreements in excess of \$35,000.
- B. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph A.
- C. The **GRANTEE** shall submit bid specifications to the **COMMISSION's** Contract Manager for approval within ninety (90) days following the execution date of this Agreement.
- D. All bid specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.
- E. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.
- F. A summary of the vendor replies and recommended subcontractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.
- G. A copy of this Agreement shall be provided to all subcontractors and incorporated by reference in all subcontracts. The **GRANTEE** shall require all subcontractors to comply with all applicable provisions of this Agreement.
- H. Any subcontract arrangements must be evidenced by a written document available to the **COMMISSION** upon request.

### 9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.



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**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**

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

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**Attachment B**  
**CERTIFICATIONS AND ASSURANCES**

The Commission will not enter this Agreement unless Grantee completes, signs and returns to the Commission, the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee, through its duly authorized representative, certifies that it has read and provides the certifications and assurances below; and acknowledges it has an ongoing obligation to give written notice to the Commission, within a reasonable time, following any change in status regarding these certifications and assurances.

**Part I: State Certifications and Assurances.**  
**If this Agreement is supported by State funding,**  
**then the following Certifications and Assurances apply.**

- A. Interested State Employees, Chapter 112, F.S.** Grantee certifies to the best of its knowledge, that none of its officers, directors, employees or other agents is also an employee of the State of Florida who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.
- B. Conflict of Interest, Section 200.112, OMB Uniform Guidance (2 CFR 200).** If this Agreement includes a Federal award, Grantee certifies that neither it, its principals, or agents, have a conflict of interest with either the Commission or the Federal awarding agency.
- C. Convicted Vendors, Section 287.133, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors, and subcontractors, are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S.
- D. Scrutinized Companies List, Sections 287.135 and 215.473, F.S.** If this Agreement is in the amount of **\$1 million or more**, Grantee certifies that to the best of its knowledge, it, its principals, recipients, subrecipients, contractors, and subcontractors are not:
  - a. On the Scrutinized Companies with Activities in Sudan List;
  - b. On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
  - c. Engaged with business operations in Cuba or Syria.
- E. Discriminatory Vendors, Section 287.134, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors and subcontractors are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.
- F. Litigation, Investigations, Arbitration, or Administrative Proceedings.** Grantee certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting the Grantee's ability to perform under this Agreement.

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**Part II: Federal Certifications and Assurances.**  
**If this Agreement is supported by Federal funding,**  
**then the following Certifications and Assurances apply.**

- A. Equal Employment Opportunity.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Equal Employment Opportunity requirements contained in 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).
- B. Davis-Bacon Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5.
- C. Copeland "Anti-Kickback Act."** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with 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).
- D. Contract Work Hours and Safety Standards Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Contract Work House and Safety Standards Act, Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5).
- E. Rights to Inventions Made Under a Contract or Agreement.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", 37 CFR Part 401.
- F. Clean Air Act and Water Pollution Control Act.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Clean Air Act, 42 U.S.C. 7401-7671q, and the Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.
- G. Energy Efficiency.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the 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. Drug-Free Workplace.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94.
- a. Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.



2. Establishing an ongoing drug-free awareness program to inform employees concerning:
    - i. The dangers of drug abuse in the workplace.
    - ii. The policy of maintaining a drug-free workplace.
    - iii. Any available drug counseling, rehabilitation and employee assistance programs.
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph Part II, H.a.1 of this certification.
  4. Notifying the employee in the statement required by paragraph Part II, H.a.1 of this certification that, as a condition of employment under the Agreement, the employee will:
    - i. Abide by the terms of the statement.
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
  5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph Part II, H.a.4.b from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
  6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph Part II, H.a.4.b. herein, with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
    - ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- b. If the Grantee is an individual, the Grantee certifies that:
1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**I. Trafficking Victims Protection Act of 2000.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S. C. 7104(g), 2 CFR 175.15.

**J. Debarment and Suspension.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee certifies that neither it, nor its principals, or agents, 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 agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

**K. Prohibition against Lobbying.** If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

- a. **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 agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, 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.
- b. **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 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.

**L. Lacy Act; Magnuson-Stevens Fishery Conservation and Management Act; Migratory Bird Treaty Act; and Endangered Species Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with, and gives its assurance that said parties will continue to remain in compliance with the Lacy Act, 16 U.S.C, 3371-3378; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884; Migratory Bird Treaty Act, 16 U.S.C. 703-712; and Endangered Species Act, 16 U.S.C. 1531, et seq.

By signing below, Grantee certifies the representations outlined above are true and correct.

  
**APPROVED AS TO TERMS  
AND CONDITIONS.**

\_\_\_\_\_  
Mayor  
(Signature and Title of Authorized Representative)

Mary Lou Berger  
\_\_\_\_\_  
Grantee Date

301 N. Olive Avenue, Suite 1201  
\_\_\_\_\_  
(Street)

West Palm Beach, FL 33401  
\_\_\_\_\_  
(City, State, ZIP Code)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY DATE



**Attachment C**

**AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 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 OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor 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**

- A. This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
- B. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor 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 OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. 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. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.



**FWC Agreement No. 15107**

- E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- F. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, 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 Contractor's resources obtained from other-than Federal entities).
- G. 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**

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

- A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor 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 Contract. In determining the state financial assistance expended in its fiscal year, the Contractor 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 Contractor 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 Contractor expends less than \$500,000 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 Contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Contractor'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/singleauditact.aspx>.



**PART III: REPORT SUBMISSION**

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

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

3. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, 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 Contractor directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer  
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 Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 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 Contractor/sub-contractor in correspondence accompanying the reporting package.

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Attachment C, Exhibit 1

FEDERAL AND STATE FUNDING DETAIL

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

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
n/a	None	n/a
	Total Federal Awards	

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

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
n/a	None

STATE RESOURCES AWARDED TO THE RECIPIENT 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
n/a	None	n/a
	Total Matching Funds Associated with Federal Programs	n/a

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
77-007	Florida Artificial Reef Program	\$12,446
	Total State Awards	\$12,446



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

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77-007	<div>1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded.</div> <div>2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.</div> <div>3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.</div>

NOTE: Section .400(d) of OMB Circular A-133, 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 recipient.

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**Attachment D**

**COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating 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 contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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.



Attachment E



**FL FISH AND WILDLIFE CONSERVATION COMMISSION  
DIVISION OF MARINE FISHERIES MANAGEMENT  
ARTIFICIAL REEF PROGRAM  
CERTIFICATION OF COMPLETION**

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I, \_\_\_\_\_  
(Printed Name and Title)

representing \_\_\_\_\_  
(Name of Grantee)

do hereby certify under penalties of perjury per § 216.349, Florida Statutes, that the artificial reef project funded by Grant Number FWC - \_\_\_\_\_ has been completed in compliance with all terms and conditions of said Grant Agreement.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)




2016-

BGEX - 380 -123115-577  
BGRV - 380 -123115-134

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT  
Fund 1224 Environmental Enhancement Saltwater

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended	REMAINING BALANCE
<u>REVENUES</u>							
380-1029 FFWCC Artificial Reef	3439-State Grant Other Phys Envir	22,318	22,318	12,446	0	34,764	34,764
TOTAL RECEIPTS & BALANCES		885,906	945,906	12,446	0	958,352	
<u>EXPENDITURES</u>							
380-1029 FFWCC Artificial Reef	3401 - Other Contractual Services	13,489	13,489	12,446	0	25,935 6,852	19,083
TOTAL APPROPRIATIONS & EXPENDITURES		885,906	945,906	12,446	0	958,352	

Environmental Resources Management		Signatures & Dates	BY BOARD OF COUNTY COMMISSIONERS
INITIATING DEPARTMENT/DIVISION			AT MEETING OF
Administration/Budget Department Approval			February 9, 2016
OFMB Department - Posted			Deputy Clerk to the
			Board of County Commissioners

ATTACHMENT 2