

INTERLOCAL AGREEMENT

No. 23044

This Interlocal Agreement (herein referred to as "AGREEMENT") entered into on _____ (hereafter the "Effective Date") between Polk County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the United States Fish and Wildlife Service, an agency of the United States Federal Government within the Department of the Interior, address of 1875 Century Blvd. Suite 250, Atlanta, GA 30345-3319, hereinafter referred to as the "SERVICE." This agreement is effective upon execution through October 31, 2027.

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, and under the Authority of the Fish and Wildlife Coordination Act, amended 1987, authorizes public agencies to enter into Interlocal Agreements for their mutual benefit;

WHEREAS, The Peace River is not meeting Numerical Nutrient Criteria (NNC) established by the Florida Department of Environmental Protection (FDEP) and as a result has been added to the Impaired Waters List, (Chapter 62-303, FAC, as amended);

WHEREAS, The Peace River, listed as impaired, based on the level of the Total Nitrogen and Total Phosphorus, requires measures be taken to improve the waterbody;

WHEREAS, the FDEP expects local governments to work jointly, where applicable, to reduce nutrient pollution to impaired waterbodies;

WHEREAS, successful implementation of this project will increase wetland acreage, improve water quality, and reduce streambank erosion and resulting sedimentation and nutrient pollution of the waterbody;

WHEREAS, the restoration site is located on a the Florida Department of Environmental Protection Bureau of Mining and Mitigation property near Mt. Pisgah Road;

WHEREAS, the COUNTY has been awarded a grant from the Florida Fish and Wildlife Conservation Commission (FWC) in an amount of \$162,500 to be reimbursed based on the cost(s) of the Project work. The COUNTY is responsible for 35% non-federal match grant funding of \$87,500 for a combined total project cost of \$250,000;

WHEREAS, the objectives of the FWC grant are to design, attain permits, monitor, and restore the eroded streambank and restore native vegetation along the Peace River in which the SERVICE will complete design and construction;

WHEREAS, the SERVICE is not required to contribute monetarily to the project, other than salary dollars by assisting with the design and construction; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

ARTICLE I: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the COUNTY and the SERVICE.

ARTICLE II: PURPOSE

The design and construction of the project shall be completed by the SERVICE, with professional oversight from the COUNTY, to include the major tasks identified in the Scope of Work (attachment A).

ARTICLE III: RESPONSIBILITIES

1) Responsibilities of the SERVICE:

With respect to the work outlined in the "Scope of Work," attached hereto as Attachment "A" and made a part hereof by reference, the SERVICE shall:

- i. Submit all invoices to the COUNTY through a SERVICE established Purchase Order;
- ii. Provide copies of all such invoices to the COUNTY;
- iii. Manage the design and construction of the project to ensure timeliness and quality of task deliverables;
- iv. Provide the COUNTY with copies of any and all deliverables within ten (10) business days of receipt; and

For purposes of this AGREEMENT, business day(s) shall mean each calendar day that is not a Saturday, Sunday, or a recognized holiday by the SERVICE.

2) Responsibilities of the COUNTY:

With respect to the Scope of Services, the COUNTY shall:

- i. Review, within ten (10) business days of receipt of the same, any and all invoices received from the SERVICE for accuracy in accordance with the COUNTY's book-keeping policies and/or procedures;
- ii. Review any and all deliverables received from the SERVICE and confirm the accuracy and satisfactory completion of same, in its reasonable discretion; and
- iii. Reimburse the SERVICE for the amount(s) pursuant to the provisions of this AGREEMENT, which shall not exceed \$250,000.

ARTICLE IV: FUNDING AND PAYMENTS

1) Upon receipt and review of any and all deliverables relating to the Project, the COUNTY shall determine, in its sole discretion, whether said deliverables have been satisfactorily completed in accordance with the COUNTY procurement process. Upon the SERVICE and COUNTY jointly making a determination that any and all deliverables in the Scope of Work are satisfactorily completed, the COUNTY shall reimburse the SERVICE. The COUNTY shall not unreasonably withhold payment to the SERVICE, and any and all payment(s) shall be delivered by the COUNTY to the SERVICE within a reasonable period of time. For purposes of this Article, a "reasonable period of time" shall mean a period of time not-to-exceed thirty (30) business days.

2) The COUNTY shall pay all invoices to the SERVICE.

ARTICLE V. MISCELLANEOUS PROVISIONS

1) This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the SERVICE and COUNTY. Moreover, no

oral modifications will be effective or binding on either the SERVICE or COUNTY regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.

2) In the event either the SERVICE and/or COUNTY shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, failure of power, riots, insurrection, war, acts of God, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

3) All attachments annexed hereto are incorporated by reference and made a part of the Agreement.

4) The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date.

5) This Agreement shall be governed by the laws of the federal government and any litigation with respect thereto shall be brought only in the court of the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

6) We intend for nothing in this document to conflict with current SERVICE or "other agency" directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into the agreement, then those portions of the agreement that are inconsistent must be renegotiated. We will complete a modification to the agreement to provide those corrections and directive compliance. All other terms and conditions not affected by the inconsistency must remain in full force and effect.

7) Should disagreement arise on the interpretation of the provisions of this agreement, or modifications or revisions to it that cannot be resolved at the operating level, each party must state the area(s) of disagreement in writing and present the matter to the other party for consideration. If agreement on interpretation is not reached within 30 days, the agencies must send a written presentation describing the disagreement to respective higher officials for resolution.

8) The agencies under this agreement are responsible for resolving any billing/payment disputes that may arise within 120 business days of the billing date. If the agencies cannot resolve the dispute within this period, the matter will be referred to the Department of the Interior's Office of Financial Management the following business day.

9) Either party may terminate this instrument in whole or in part, in writing, at any time before the date of expiration upon 30 days written notice of such termination. Neither party may incur

any new obligations for the terminated portion of the agreement after the effective date and must cancel as many obligations as possible. Full credit must be allowable for each party's expense and all obligations that cannot be cancelled, but were properly incurred, up to the effective date of termination.

10) FWS reviews their indirect rates every two years, so future funds may be subject to rate changes.

APPROVED BY:

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA:

Bill Braswell, Chairman
Polk County Board of County Commissioners

DATE

APPROVED AS TO FORM AND LEGALITY:

County Attorney's Office

DATE

ATTEST: Stacy Butterfield, Clerk

By: _____
Deputy Clerk

DATE

U.S Fish and Wildlife Service:

SERVICE Manager

DATE

ATTEST:

SERVICE Clerk

APPROVED AS TO FORM AND LEGALITY:

SERVICE Attorney

DATE

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement 23044

Federal Grant Information	
CFDA Title(s): State Wildlife Grants	CFDA No(s): 15.634
Name of Federal Agency(s): U.S. Fish and Wildlife Service	
Federal Award No(s): F19AF00488-02	Federal Award Year(s): 2023
Federal Award Name(s): T-64 Terrestrial & Aquatic Projects, Grant Cycle 2022	
State Grant Information	
CSFA Title(s): Enter CSFA Title(s)	CSFA No(s). Enter CSFA Number(s):
State Award No(s): Enter State Award Number(s)	State Award Year(s): Enter State Award Year(s)
State Award Name(s): Enter State Award Name(s)	

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" or "FWC," and Polk County, a Political Subdivision of the State of Florida, 59-6000809, whose address is 4177 Ben Durrance Rd, Bartow, FL 33830, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to complete the project titled "Peace River Streambank Restoration Near Bowling Green";

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

TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which 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 Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient 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 Recipient 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 Recipient. The Recipient 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, in the event the Recipient's ability to perform under this Agreement becomes compromised.

Section 3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay.

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 09/30/2027.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient 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.

B. Extension.

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$162,500.

B. Payments.

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A 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. Unless otherwise specified in Attachment A, 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 Attachment A, 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 pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period.

C. Invoices.

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager. 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. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Match

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

E. 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 Recipient in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient 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, Recipient 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.

G. Cost Reimbursement

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of

each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement 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.
 - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, 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 along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

- vi. **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.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless Attachment A 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 Recipient 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.

Recipient agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. 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.

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient 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 "Florida Fish and Wildlife Conservation Commission."

C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.

If the Recipient'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 Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient 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 Recipient is unable to repay any cost or loss to the Commission, the Commission shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**A. Commission Exempt from Taxes.**

The Recipient 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. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

B. Property Exempt from Lien.

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

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

Section 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Recipient's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and

conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

Section 8. TERMINATION.

A. Commission Unilateral Termination.

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

C. 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 Recipient. 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 Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Recipient 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. The Commission shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement is being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., 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. Recipient shall not be entitled to recover any cancellation charges.

E. Recipient Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient 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.

Section 9. REMEDIES.**A. Financial Consequences.**

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A 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 Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from the Recipient's payment, unless otherwise modified by Attachment A.

In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences as listed below or as identified in Attachment A.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

B. Cumulative Remedies.

The rights and remedies of the Commission during the Agreement period are in addition to any other rights and remedies provided by law or under the Contract.

Section 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone, and 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. Designating a new Grant Manager shall not require a formal Amendment to the Agreement.

**COMMISSION GRANT MANAGER
CONTACT INFORMATION:**

Katherine Brock
State Wildlife Grants Administrator
Florida Fish and Wildlife Conservation
Commission
1875 Orange Ave. East
Tallahassee, FL 32311
850-617-6042
Katherine.Brock@myfwc.com

**RECIPIENT GRANT MANAGER CONTACT
INFORMATION:**

Greg Knothe
Water Resources Project Manager
Polk County Parks and Natural Resources
4177 Ben Durrance Rd.
Bartow, FL 33830
863-534-7377
gregknothe@polk-county.net

Section 11. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Recipient'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 Regulations.

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.

Section 12. PROPERTY RIGHTS.

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

A. Intellectual and Other Intangible Property.

- i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited,

royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient 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. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

D. Equipment and Supplies

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding \$5,000.00 in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.

A. Conflict of Interest.

The Recipient 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 Recipient and the Commission.

B. Recipient Training Qualifications.

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

C. Commission Security.

All employees, subrecipients, 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 Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. 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 Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Recipient 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 Recipient.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

Section 14. SUBCONTRACTS.

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

A. Authority.

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subrecipient or 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 Recipient must provide the

Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subrecipient or subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subrecipient or subcontractor for any expenses or liabilities incurred under the subrecipient agreement or subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor or Subrecipient.

If subcontracting is permitted pursuant to Paragraph A, above, Recipient agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

If entering a subrecipient agreement is permitted pursuant to Paragraph A above, Recipient agrees to make payments to the subrecipient for satisfactory performance of the tasks/deliverables identified in the subrecipient agreement. Recipient shall pay subrecipient following the same procedures described in paragraph 4 of this Agreement upon submission of invoices for allowable expenses, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Recipient.

C. Commission Right to Reject Subrecipient or Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient's, subrecipient's or subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor and Subrecipient Conflict of Interest.

If subcontracting or entering a subrecipient agreement is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor or subrecipient 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 Recipient, as applicable subrecipient or subcontractor, and the Commission.

Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform

Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, 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: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient's ability to perform under this Agreement. If the existence of such Proceeding causes the Commission concern that the Recipient's ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient 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.

E. Certain Violations of Federal Criminal Law.

If this Agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 16. INSURANCE.

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

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the

protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient 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 (Recipient'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 Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient 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 Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

- C. If the Recipient meets the definition of “Contractor” in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be

limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as “confidential” in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

The Recipient 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 Contractor Books, Documents, Papers, and Records.

The Recipient 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 Recipient’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. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<https://dos.mvflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission’s request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient 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. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the

information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

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

Section 23. FEDERAL COMPLIANCE.

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

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

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

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Recipient 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. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

C. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

D. Copeland "Anti-Kickback Act".

- i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
- ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

E. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

F. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of "funding agreement" under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) applies.

H. Debarment and Suspension Recipient Federal Certification

- i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

- ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

Recipients awarded \$100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission’s Grant Manager five (5) business days after Agreement execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the Commission.

J. Procurement of Recovered Materials

- i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines.
- iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.

ii. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

M. Drug Free Workplace.

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

N. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. 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 Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Procurement of Recycled Products or Materials.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient 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 Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient 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. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it

being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The Parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
 - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

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

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. 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 Recipient of *quantum meruit*.

Section 31. 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.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient 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 Recipient knowingly employs unauthorized aliens.

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

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, 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. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

C. Enrollment in E-Verify.

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

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient 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 Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'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 Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient 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, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

Section 35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form, Attachment C), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commission's policies, applicable to operating sUAS.

Section 39. ENTIRE AGREEMENT.

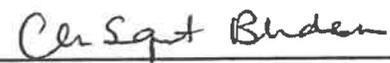
This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties 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 Recipient's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

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.

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Polk County, a Political Subdivision of the State of Florida 	Florida Fish and Wildlife Conservation Commission 
Recipient Signature	Executive Director (or Designee) Signature
W.C. Braswell	Claire Sunqvist Blunden
Print Name	Print Name
Chair	Section Leader - Wildlife Diversity Conservation
Title	Title
4/2/24	4/10/2024
Date R.21	Date



ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Executive Order 20-44 Attestation Form
- Attachment D, Certificate of Completion
- Attachment E, MetaRep Metadata Form
- Attachment F, Cost Reimbursement Invoice Template
- Attachment G, Cost Reimbursement Guidance
- Attachment H, Travel Reimbursement Form
- Attachment I, Award Letter

Attachment A – SCOPE OF WORK

Project Name:	Peace River Streambank Restoration near Bowling Green	FWC Agreement No.	23044
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN A. DESCRIPTION OF GOOD/SERVICES

This project will consist of restoring a severely degraded streambank (500') along the Peace River located on a Florida Department of Environmental Protection's property. The site was identified during the Peace River Threats Assessment funded by the Florida Fish and Wildlife Conservation Commission. The streambank restoration project will use a demonstrated natural restoration methodology utilized on several rivers in Florida including the Peace River, Chipola River, and St. Mary's River.

Objectives

Objective 1: Directly restore, enhance, remove, create or manage .095 miles by 06-30-2026.

Activity: Stream modification

Target species: American eel, Snowy Egret, Little Blue Heron, Tricolored Heron, Black-crowned Night-Heron, White Ibis, Wood Stork, Limpkin, and Roseate Spoonbill.

Target habitat: Rivers and streams – blackwater river

Sub-objective 1: Complete survey, design, and permitting of restoration site by 6-30-2025

Sub-objective 2: Re-contour, stabilize, and plant 500 feet of streambank by 06-30-2027.

Sub-objective 3: Conduct FDEP SCI surveys pre-and-post construction. Complete annual photo point monitoring at each site by 6-30-2027.

Methods

Design:

Project design will be based on a reference reach survey on the Peace River near the restoration site, with similar drainage area, using a total station. The reference reach survey will be used to calculate restoration design parameters for the streambank which will be provided to an engineering firm to draw the restoration design in AutoCAD or similar program. The planting plan will be based on riparian vegetation surveys previously conducted on a reference reach by FWC. Following the completion of the design and planting plan, a full design package (design, planting plan and sediment control plan) will be submitted to necessary agencies (Florida Department of Environmental Protection, Southwest Florida Water Management District, or U.S. Army Corp of Engineers) to acquire necessary permitting.

Construction:

Using natural channel design, the project will stabilize a severely degraded streambank along the Peace River (500') by installing toe wood structures as utilized by USFWS and FWC on the Chipola River, St. Mary's River, and Peace River (Figures 3, 4 and 5). Toe wood structures are comprised

Attachment A – SCOPE OF WORK

Project Name:	Peace River Streambank Restoration near Bowling Green	FWC Agreement No.	23044
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of root wad logs cantilevered over foundation logs, reducing erosive flows and stabilizing the bank, while creating an undercut bank for instream cover and fish refugia. Toe wood will be installed below the low flow channel to ensure wood is inundated by water most the year to prevent decay. A bankfull bench floodplain will be constructed and a terrace feature will be set back above the bench. Erosion control fiber will be installed, and a native planting plan will include native live stakes, bare root natives, coir-wrapped sod, woody transplants, and seed planting. Plantings will occur on top of the erosion control fiber matting and will not result in additional earth moving activities.

Monitoring:

Monitoring will include conducting FDEP SCI surveys pre-and-post construction. The pre-restoration SCI may occur prior the start of this project's funding cycle. The SCI methodology includes a field analysis of existing macroinvertebrate communities and must be completed by FDEP certified staff. Benthic macroinvertebrates are one of the most commonly used living water quality indicators since they are relatively long-lived, and sensitive to water pollution and changes in their habitats. Generally, the assessment is based on the stream habitat assessment which determines the dominant productive habitats within the stream reach and collects macroinvertebrate proportionally to the area of these habitat types. The SCI scoring system assesses the macroinvertebrate community based on 10 variables including, long-lived taxa, sensitive taxa, % very tolerant taxa, taxa richness (total taxa), number of ephemeroptera taxa, number of trichoptera taxa, % dominant taxa, number of tanytarsini, number of clinger taxa, and % filter feeders. All monitoring will take place at near baseflow conditions. The SCI survey utilizes a 100-meter (or 328 feet) stream reach, which as a result will not encompass the total 500-foot restoration site. For more information related to SCI methodology please see the following standard operating procedure "SCI 1000 Stream Condition Index Methods". The SCI methodology and included habitat assessment were developed to provide an overall health index to a stream or river reach. Therefore, we are utilizing this FDEP developed index as a way to evaluate and demonstrate the benefits this restoration project will provide to freshwater obligate SGCN.

Photo point monitoring will be established at the restoration site to document changes in vegetation and physical habitats over time. Photo points consist of repeat digital photography, at the same location, with the same field of view as the original photo. Photo points will be established at 3 locations on the opposite streambank as the restoration site. Photos will be taken annually near baseflows, starting one year before construction, with an additional series of photos taken immediately after construction.

B. BACKGROUND

Attachment A – SCOPE OF WORK

Project Name:	Peace River Streambank Restoration near Bowling Green	FWC Agreement No.	23044
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Habitat degradation is the primary factor causing the decline of biodiversity in aquatic ecosystems of the southeastern United States (Warren et al. 2000). Many of the rivers and streams in this region, which contain the highest aquatic biodiversity in North America (Warren and Burr 1994; Lydeard and Mayden 1995), have been impacted by the effects of habitat degradation, alteration, conversion and loss (Estevez et al. 1991). Sedimentation is the leading issue causing degradation, loss of habitat complexity and impairment of river habitat and biological communities (Waters 1995). Sedimentation occurs naturally in rivers and is dependent on valley slope, bed and bank material, stream morphology, riparian vegetation, water supply and woody debris (Allan 2004). However, sedimentation rates are exacerbated by anthropogenic drivers that include poorly managed agricultural practices, mineral extraction, changes in stream flow, channel alterations, vegetation disturbances and construction, that may result in river instability (Wood and Armitage 1997). Rosgen (2009) defines river stability as a river's ability in the present climate to convey sediment and streamflow, while maintaining dimension, pattern and profile without aggrading or degrading. The initial step in stabilizing and restoring natural function and biodiversity of rivers affected by habitat degradation is identifying those areas contributing to impairment throughout the system. Once impaired areas are identified, management must correct the problem through prevention, mitigation, stabilization, or restoration (Rosgen 2009).

Florida Fish and Wildlife Conservation Commission's (FWC) 2012 State Wildlife Action Plan listed the Peace River Watershed and the Myakka River Watershed in the highest-ranking group and 2nd highest-ranking group of basins for habitat enhancement, respectively. The habitat enhancement ranking system was based on potential for urban development, number of threats and number of Species of Greatest Conservation Need (SGCN). One of the State Wildlife Grant Program's (SWG) 2012-2018 goals was to conduct a threats assessment of at least one high-ranking enhancement basin in peninsular Florida. This objective was addressed by a previous State Wildlife Grant, the threats assessment project on the Peace River and Withlacoochee River Watersheds. The next crucial step following the threats assessment project is to implement restoration based on the results. This project will consist of restoring and monitoring a severely degraded streambank along the Peace River. The streambank restoration project will utilize a natural restoration methodology. The Peace River Streambank Restoration project near Bowling Green, FL (Figure 1 and 2) will address SWG's 2025 goals and objectives of Aquatic Habitat Resiliency by improving aquatic ecosystem habitat quality and connectivity for SGCN and support the objective of restoring and enhancing at least 3,000 feet of stream habitat.

The Peace River (106 miles) flows south from its headwaters in Green Swamp to Charlotte Harbor, Florida's second largest open water estuary. The economic value of recreational and commercial fishing in

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Attachment A – SCOPE OF WORK

Project Name:	Peace River Streambank Restoration near Bowling Green	FWC Agreement No.	23044
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the Charlotte Harbor area was estimated to exceed \$1 billion annually by the Southwest Florida Water Management District (SWFWMD 2000). While water quality in the harbor is generally considered “good”, SWFWMD (2000) expressed concern regarding reduced streamflow in the Peace River and areas within the river where water quality labeled as “impaired”. Maintaining or enhancing habitat within the Peace River is imperative not only for the river ecosystem, but also for the long-term health of Charlotte Harbor. It was determined by utilizing the EPA’s Bank Assessment for Non-point source Consequences of Sediment (BANCS) model that the annual erosion rate of the project site is 147.9 tons/year. By stabilizing this streambank, the project will reduce aquatic habitat smothering, provide water quality benefits, and create/restore new wetland/floodplain habitat. The Peace River basin is home to approximately 25 state listed freshwater obligate SGCN. The primary SGCN to benefit from this project include fish: American Eel; and birds: Snowy Egret, Little Blue Heron, Tricolored Heron, Black-crowned Night-Heron, White Ibis, Wood Stork, Limpkin and Roseate Spoonbill.

C. SUPPORT OF COMMISSION MISSION

Florida's State Wildlife Action Plan (SWAP) identifies erosion of stream banks and the accompanying sedimentation as a threat to aquatic ecosystems. The project will address the goals and objectives of the Aquatic Habitat Resiliency team by improving aquatic ecosystem habitat quality for SGCN by restoring 500 linear feet of streambank. A prioritized list of impairments along the Peace river was generated as part of a previous State Wildlife Grant, SWG F15AF00394 "Peace River and Withlacoochee River Threats Assessments and Fish Assemblage Monitoring." The next crucial step following the threats assessment project is to implement restoration based on the results. This project will restore a severely degraded streambank along the Peace River (Site P1110), identified during the Peace River Threats Assessment Project on a FDEP property.

D. DEFINITIONS

None.

2. DELIVERABLES

A. Deliverable

i. Specific Project Deliverables & Associated Tasks

Conduct one or more of the following allowable services in each period of service: directly restore, enhance, remove, create or manage .095 miles of stream bank. Conduct surveys or design restoration site, re-contour, stabilize or plant .095 miles of stream bank. Conduct pre- and post-construction surveys.

Deliverable	Period of Service	Documented In	Reporting Period	Report Due Date
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Attachment A – SCOPE OF WORK

Project Name:	Peace River Streambank Restoration near Bowling Green	FWC Agreement No.	23044
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3 months of allowable services listed above	7/1/24 – 9/30/24	Progress Report 1	7/1/24 – 9/30/24	10/15/24
3 months of allowable services listed above	10/1/24 – 12/31/24	Progress Report 2	10/1/24 – 12/31/24	1/15/25
3 months of allowable services listed above	1/1/25 – 3/31/25	Progress Report 3	1/1/25 – 3/31/25	4/15/25
3 months of allowable services listed above	4/1/25 – 6/30/25	Annual Report 1	7/1/24 – 6/30/25	7/15/25
3 months of allowable services listed above	7/1/25 – 9/30/25	Progress Report 4	7/1/25 – 9/30/25	10/15/25
3 months of allowable services listed above	10/1/25 – 12/31/25	Progress Report 5	10/1/25 – 12/31/25	1/15/26
3 months of allowable services listed above	1/1/26 – 3/31/26	Progress Report 6	1/1/26 – 3/31/26	4/15/26
3 months of allowable services listed above	4/1/26 – 6/30/26	Annual Report 2	7/1/25 – 6/30/26	7/15/26
3 months of allowable services listed above	7/1/26 – 9/30/26	Progress Report 7	7/1/26 – 9/30/26	10/15/26
3 months of allowable services listed above	10/1/26 – 12/31/26	Progress Report 8	10/1/26 – 12/31/26	1/15/27
3 months of allowable services listed above	1/1/27 – 3/31/27	Draft Final Report	7/1/24 – 3/31/27	4/15/27
3 months of allowable services listed above in addition to assisting with the following over the life of the agreement: Directly restore, enhance, remove, create or manage .095 miles of streambank by installing toe wood structures, bankfull bench floodplains, erosion control fiber and native plants; conduct 2 pre- and post-construction surveys; complete annual photo monitoring by 6/30/27	4/1/27 – 6/30/27	Final Report/ Data Deliverables & Certificate of Completion	7/1/24 – 6/30/27	7/15/27

Projects funded by the Commission, including but not limited to survey, monitoring, research, or management projects, shall provide data as described below as part of the deliverables, hereafter “Data Deliverables.”

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

Data Deliverables for this agreement include:

Deliverable 1: Annual photo points taken at 3 locations. Photos will be taken annually near baseflows, starting before construction, with an additional series of photos taken immediately after construction for a minimum of 12 photos (assuming a 3-year project).

Deliverable 2: SCI monitoring results will be interpreted and presented in the Final Report. Data will be provided in database form with associated metadata. The pre-restoration SCI may occur prior to the start of this projects funding cycle but is not part of the County's match funding.

ii. Minimum Level of Performance

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

Over the life of the agreement, directly restore, enhance, remove, create or manage 450 feet of streambank by installing toe wood structures, bankfull bench floodplains, erosion control fiber and native plants. Complete one pre- and one post-construction FDEP SCI survey. Complete one photo point monitoring at each site.

iii. Documentation / Criteria Used as Evidence of Performance

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

iv. Timeline for Completion

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The survey, design and permitting of the restoration site near Bowling Green will be completed by the end of the first fiscal year (23/24) of the project, with assistance from USFWS. Restoration will begin during the second fiscal year's (24/25) seasonal baseflow (typically November–May). Contingency time included in case of delays related to survey, design, permitting, or weather conditions.

State FY	Approximate Months	Activity
24-25	June–December	Survey, design, and permitting.
		Pre-construction monitoring
25-26	January–May	Construction/restoration
		Post construction monitoring
26-27	June–May	Post construction monitoring, Submit Final Report

3. FINANCIAL CONSEQUENCES

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

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

4. PERFORMANCE

The Grantee shall perform the activities described in the Scope of Work in compliance with all of the terms and conditions of this Agreement. Any and all equipment, products, or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. The Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide

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evidence of such compliance to the Commission upon request. The Grantee shall produce all supplies; and pay for all charges, fees, taxes, and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the grant requirements and the integrity and reliability that will assure best efforts as a responsible grant recipient.

5. COMPENSATION AND PAYMENT

A. COMPENSATION

The COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$162,500.00. Reimbursement shall be requested utilizing Attachment F, SWG Invoice Form - Request for Reimbursement.

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

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

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

B. INVOICE SCHEDULE

Total project budget is \$250,000, including \$162,500 requested SWG funding and non-FWC match funding of \$87,500 from Polk County Parks and Natural Resources Division. The project will not require cost for equipment or salaries since the project funding is strictly for construction cost. Consultant services cost is \$250,000 (\$37,500 for survey and design and \$212,500 for construction) and will comprise the entire project budget. The \$37,500 for survey and design will include a total station survey of the restoration site, AutoCAD design with example cross sections and plan views, and engineer review/ stamp of approval. The \$212,500 for construction will include cost of equipment (rental of heavy machinery), materials (coconut fiber matting for erosion control, all native plants, and seed), and contractor salaries. Consultant services for survey, design, and construction will be contracted through Partners of Fish and Wildlife biologist with USFWS. Consultant services will fund the design and restoration of the restoration site. Construction/restoration is estimated to take approximately 8 weeks. Polk County will pay costs associated with permitting including environmental resource permits, dredge and fill permits, and cultural resource surveys. Polk County staff will also be engaged in ongoing monitoring efforts throughout the project period.

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Permitting, cultural resource survey, and monitoring costs are in support of the project but are not being claimed as match. Polk County has chosen to waive indirect costs associated with this project.

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Invoice Schedule

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

Deliverables Documented In	Reporting Period	Period of Service	Invoice Due Date
Progress Report 1	7/1/24 – 9/30/24	7/1/24 – 9/30/24	11/15/24
Progress Report 2	10/1/24 – 12/31/24	10/1/24 – 12/31/24	2/15/25
Progress Report 3	1/1/25 – 3/31/25	1/1/25 – 3/31/25	5/15/25
Annual Report 1	7/1/24 – 6/30/25	4/1/25 – 6/30/25	8/15/25
Progress Report 4	7/1/25 – 9/30/25	7/1/25 – 9/30/25	11/15/25
Progress Report 5	10/1/25 – 12/31/25	10/1/25 – 12/31/25	2/15/26
Progress Report 6	1/1/26 – 3/31/26	1/1/26 – 3/31/26	5/15/26
Annual Report 2	7/1/25 – 6/30/26	4/1/26 – 6/30/26	8/15/26
Progress Report 7	7/1/26 – 9/30/26	7/1/26 – 9/30/26	11/15/26
Progress Report 8	10/1/26 – 12/31/26	10/1/26 – 12/31/26	2/15/27
Draft Final Report	7/1/24 – 3/31/27	1/1/27 – 3/31/27	5/15/27
Final Report	7/1/24 – 6/30/27	4/1/27 – 6/30/27	8/15/27
Data Deliverables & Certificate of Completion	NA	NA	8/15/27

The State Wildlife Grants Program has a non-federal match requirement of 35% of the total project cost. The Grantee must appropriately document match with each invoice. Should the Grantee not provide documentation of the required match amount, the Commission may reject the invoice. To meet this requirement, the Grantee shall provide a minimum of \$87,500.00 in non-federal matching funds as its

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required contribution toward the project total of \$250,000.00. Any match offered by the Commission is subject to availability of funds.

The Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$162,500.00. Each quarterly invoice submitted prior to the Data Deliverables and the Certificate of Completion will be subject to a 20% withholding to be paid when all Data Deliverables and the Certificate of Completion are received and approved at the end of the project. This retainage is withheld to ensure project objectives and Minimum Level of Performance are met.

Written approval from the Commission shall be required for changes between approved budget categories up to 10% of the total budget amount. If changes between budget categories in excess of 10% of the total budget amount is needed and approved, an amendment to this agreement will need to be executed. The Commission's Grant Manager will transmit a copy of the written approval and revised budget to the Commission Finance and Budget Office for inclusion in the Agreement file. Changes resulting in adjustment to the scheduled invoice amounts will require a formal amendment to the Agreement. For agreements whose terms extend beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

C. TRAVEL EXPENSES

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

D. FORMS AND DOCUMENTATION

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

6. MONITORING SCHEDULE

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

7. INTELLECTUAL PROPERTY RIGHTS

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

8. SUBCONTRACTS

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

9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

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

11. RECORD KEEPING REQUIREMENTS

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

12. NON-EXPENDABLE PROPERTY

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

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

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

14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

This section is not applicable and intentionally left blank.

15. BIOGRAPHICAL SKETCHES

Project Principal Investigator:
Greg Knothe, Water Resources Coordinator
Polk County Parks and Natural Resources Division

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Synopsis:

Greg Knothe is the Water Resource Project Manager for Polk County Parks and Natural Resources. Mr. Knothe holds a Bachelor of Science in Natural Science with an emphasis in Biology and a minor in Environmental Science from Viterbo University in La Crosse, WI. Mr. Knothe holds a Master of Science from the University of Houston-Clear Lake in Environmental Biology. Mr. Knothe’s thesis focused on the use of GIS spatial analysis to study the impact of urbanization on water quality, physical habitats and fish communities in coastal freshwater streams in southeast, Texas. Mr. Knothe brings over 15 years of scientific experience from previously held positions including: Aquatic Biology Technician (Joseph W. Jones Ecological Research Center), Research Associate (Environmental Institute of Houston), GIS/Fish Culture Technician (Tennessee Aquarium Conservation Institute) Wildlife Biologist (South Carolina Department of Natural Resources Marine Resource Institute), Biological Scientist III (Florida Fish and Wildlife Conservation Commission), and Water Resources Coordinator (Polk County Parks and Natural Resources). Mr. Knothe was a Biological Scientist with FWC in FWRI’s Ecosystem Assessment and Restoration section from 2015 to 2020 where he led the Peace and Withlacoochee Rivers threats assessment and fish assemblage project. He has also completed all 4 levels of David Rosgen’s stream and river restoration courses including Level I. Applied Fluvial Geomorphology, Level II. River Morphology and Applications, Level III. River Assessment and Monitoring, and Level IV River Restoration and Natural Channel Design.

Project Co-Principal Investigator:

Tabitha Biehl, Land and Water Manager
Polk County Parks and Natural Resources Division

Synopsis:

Tabitha Biehl is the Land and Water Natural Areas Manager for Polk County Parks and Natural Resources. Ms. Biehl earned a Bachelor of Science in Wildlife Biology with a specialization in Ecotourism from Purdue University in West Lafayette, IN. Projects she has been involved in range from listed species monitoring and management, game management, forestry analysis, habitat evaluation, conservation biology and wildlife research.

Ms. Biehl has more than 20 years of experience working in conservation and management of central Florida water and natural resources. Ms. Biehl started her career in central Florida with The Nature Conservancy working on the Lake Wales Ridge creating management and monitoring plans for listed species and imperiled scrub and sandhill habitats. Then Ms. Biehl began working with Polk County where she has more than 15 years of experience managing the Environmental Lands Program with the goal to protect Polk’s water, wildlife, and wilderness area. With over 26,000 acres now protected through the program, Ms. Biehl was responsible for the management of these natural areas to increase diversity of the native flora and fauna. Her expanded responsibilities include overseeing the County’s stormwater/ water quality program, aquatic weed management program and environmental lands program.

Project Co-Principal Investigator:

Casey Beavers, CERP, Environmental Administrator
Florida Department of Environmental Protection (FDEP)

Synopsis:

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Casey Beavers is the Environmental Administrator of FDEP's Homeland Field Office. The office staff are part of the Division of Water Resources' Mining and Mitigation Program. Ms. Beavers earned two degrees from the University of Florida: A Bachelor of Science in Horticulture and a Master of Science in Environmental Science from the Soil and Water Science Department.

Ms. Beavers has been working in the natural resources field for 20 years, with 17 years at the Homeland Field Office. Homeland staff conduct mine regulation and manage approximately 7,000 acres of land, most with some impacts from mining. In 2017, Ms. Beavers earned a certificate in Natural Areas Management from the Natural Areas Training Academy and in 2019, she became a Certified Ecological Restoration Practitioner through the Society for Ecological Restoration. Ms. Beavers has participated in several restoration projects, including the Upper Peace River/Saddle Creek Restoration Project located at the Tenoroc Fish Management Area. Her passion is in restoring cogon grass fields to native grasses.

Collaborator:

Chris Metcalf, Fish Biologist
U.S. Fish and Wildlife Service

Synopsis:

Chris Metcalf has been a fish biologist for 20 years with the U.S. Fish and Wildlife Service and coordinates the Partners for Fish and Wildlife Program which provides technical and financial assistance to landowners for restoration and enhancement of wetland, longleaf pine and stream habitats. Mr. Metcalf received a B.S. degree in fisheries biology from the University of Wisconsin Stevens Point and an M.S. degree in aquatic ecology from University of Louisiana-Monroe. For the past 18 years, Mr. Metcalf has been extensively involved with stream related research and natural channel restoration projects along the coastal plain of Florida, Alabama and Georgia. In particular, stream restoration projects have ranged in size from 1 to 330 square miles. Most of the projects were large scale design and construction using natural approaches.

Additionally, Mr. Metcalf has been involved with a multitude of fluvial geomorphology research on coastal plain streams that focused on large wood hydraulic dynamics, streambank erosion and stability, sedimentation effects from unpaved roads, and habitat connectivity. Recently, Mr. Metcalf published "Bankfull Regional Curves for North and Northwest Florida Streams" in the Journal of the American Water Resources Association 2009, 45(5):1260-1272 and "Characterization of large wood and its relationship to pool formation and macroinvertebrate metrics in southeastern coastal plain streams, USA" in the Journal of Freshwater Ecology 2012, 1-15. Mr. Metcalf also assists with teaching Dave Rogen's Levels II and III at the National Conservation Training Center, Shepherdstown, WV.

16. LITERATURE CITED

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Rosgen, D.L. 1996. *Applied River Morphology*. Wildland Hydrology Books, Pagosa Springs, CO.
Rosgen, D. L., H. L. Silvey, and D. Frantila. 2009. *Watershed assessment of river stability and sediment supply (WARSSS)*. Second edition. Wildland Hydrology, Fort Collins, Colorado, USA.

SWFWMD (Southwest Florida Water Management District). 2000. *Charlotte Harbor Surface Water Improvement and Management (SWIM) Plan*. Southwest Florida Water Management District, Tampa, FL.

Warren, M.L., and B.M. Burr. 1994. Status of freshwater fishes of the United States: overview of imperiled fauna. *Fisheries* 19(1): 6-18.

Warren, M.L., Jr., B.M. Burr, S.J. Walsh, H.L. Bart, Jr., R.C. Cashner, D.A. Etnier, B.J. Freeman, B.R. Kuhajda, R.L. Mayden, H.W. Robison, S.T. Ross, and W.C. Starnes, 2000. Diversity, distribution, and conservation status of the native freshwater fishes of the southern United States. *Fisheries* 25:7-29.

17. ADDITIONAL PROJECT INFORMATION

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Figure 1. Site location map.

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Figure 2. Photo of streambank restoration site near Bowling Green looking downstream.

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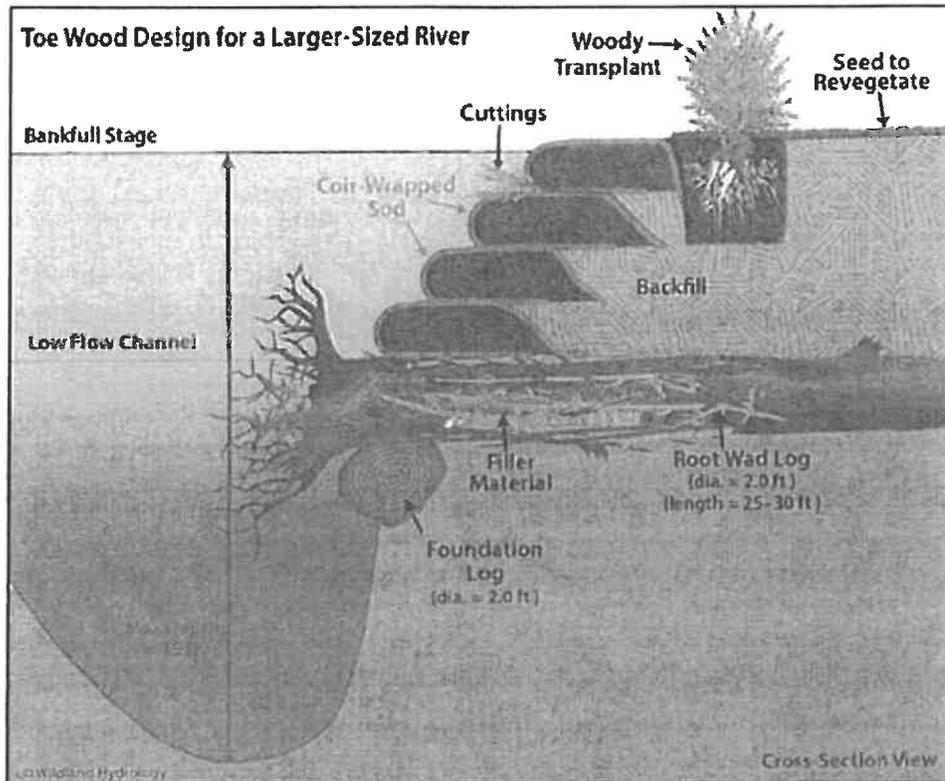


Figure 3. Graphical display of the general toe wood design for streambank restoration on larger rivers (Rosgen unpublished).

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Figure 4. Pre-restoration photo of Peace River streambank restoration site near Zolfo Springs.

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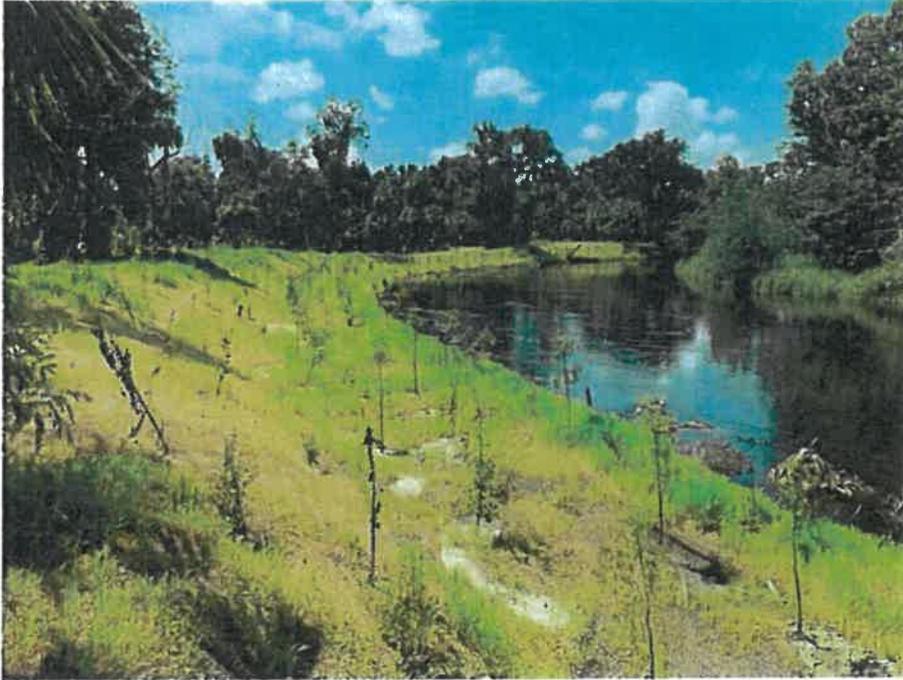


Figure 5. Post-restoration photo of Peace River streambank restoration site near Zolfo Springs.

Attachment B
AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

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

- A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Grantee expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Grantee expends less than \$500,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than \$500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

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

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

- A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000.00 (\$500,000.00 in fiscal years prior to July 1, 2016) in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Grantee expends less than \$750,000.00 (\$500,000.00 in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than \$750,000.00 (\$500,000.00 in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:
<https://apps.fldfs.com/fsaa/>.
- E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

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

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
 - 1. The Commission at the following address:
**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**
 - 2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):
**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**
 - 3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the

audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

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

1. The Commission at the following address:

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

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

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

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

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

- End of Attachment -

**Exhibit 1
FEDERAL AND STATE FUNDING DETAIL**

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

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
15.634	State Wildlife Grants Program	\$162,500.00

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

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
15.634	Grantee is required to meet grant requirements stated in Federal Grant Award FL-T-F22AF01520, Public Law 108-108 language on State Wildlife Grants, 43 CFR 12, and OMN Uniform Guidance (2 CFR 200). Grantee is required to provide non-federal match of at least 35% of the total project cost.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount

State Project(s)	
	Total Federal Awards

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

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements

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

- End of EXHIBIT 1 -

Attachment D – Certificate of Completion

Project Title: _____

Institution/Organization: _____

Agreement #: _____

FEID #: _____

GRANTEE'S AFFIDAVIT

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

(Signature)

Name: _____

Title: _____

Date: _____

CERTIFIED COMMISSION'S CERTIFICATION

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

Grant Manager: _____ Division/Office: _____

Signature: _____ Title: _____

Date: _____

MetaRep Metadata Tool Form

for External SWG Principal Investigators



State Wildlife Grant Project - Project Metadata

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

Hover over text boxes for additional information.

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

State Wildlife Grant Project - Database/Dataset Metadata

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

Total Number of Databases/
Datasets associated with Project
Metadata above

Database/Dataset Number

File Name of Database/Dataset

Start Date of Data Content

End Date of Data Content

Study Area

Database/Dataset Description
(500 characters or less)

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

Entity/Attribute Description
(500 characters or less)

Completeness
(500 characters or less)

Logical Consistency Report
(500 characters or less)

Spatial Representation Type

Spatial Resolution

Geographic Coordinate System

Projected Coordinate System

Attachment F - SWG Invoice Form - Request for Reimbursement

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

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

Amount Due/Total To Be Paid Upon Receipt and Approval (80%):	\$	-	
To Be Retained Until Final Data Deliverable Approval (20%):	\$	-	
Amount Due/Data Deliverables Received and Approved (20%):	\$	-	retained from previous invoices
Total Agreement Amount:	\$	-	Total Previously Paid: _____
Total Previously Retained:	\$	-	Maximum Remaining in Agreement: \$ _____

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

 Authorized Signature _____
 Date

FWC Use Only:
 Date Invoice Received: _____ Received by: _____
 The terms of this contract were met and the goods or services were received, and accepted as satisfactory and received as FWC Contract Manager: _____ Approved Date: _____

Attachment F - SWG Invoice Form - Request for Reimbursement

Instructions for Completing SWG Invoice Form

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

GRANT EXPENDITURES SECTION:

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

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

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

Attachment F - SWG Invoice Form - Request for Reimbursement

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

Attachment G – Cost Reimbursement Guidance

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

Cost Reimbursement Contracts

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

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

Types and examples of supporting documentation for cost reimbursement agreements:

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

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

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

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

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

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

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

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

Attachment I – Award Letter

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Consolidated Appropriations Act, 2023-State and Tribal Wildlife Grants
(P.L. 117-328 [H.R. 2617-305])

1. DATE ISSUED MM/DD/YYYY 07/11/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.634 - State Wildlife Grants			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. F23AF02636-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN F23AF02636		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 07/01/2023		Through MM/DD/YYYY 12/31/2026	
7. BUDGET PERIOD MM/DD/YYYY From 07/01/2023		Through MM/DD/YYYY 12/31/2026	

8. TITLE OF PROJECT (OR PROGRAM)
FL - T-64 Terrestrial & Aquatic Projects, Grant Cycle 2022

9a. GRANTEE NAME AND ADDRESS
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
620 S Meridian St
Tallahassee, FL, 32399-6543

9b. GRANTEE PROJECT DIRECTOR
Ms. Robyn McDole
620 S Meridian St
Tallahassee, FL, 32399-6543
Phone: 850-617-9569

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Roger Young
620 S MERIDIAN ST
TALLAHASSEE, FL, 32399-6543
Phone: 850-487-3786

10b. FEDERAL PROJECT OFFICER
Mr. Thomas Burkett
1875 Century Blvd.
Atlanta, GA, 30345
Phone: 470-668-9007

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$ 449,616.00
b. Fringe Benefits	\$ 0.00
c. Total Personnel Costs	\$ 449,616.00
d. Equipment	\$ 0.00
e. Supplies	\$ 10,250.00
f. Travel	\$ 11,363.00
g. Construction	\$ 0.00
h. Other	\$ 12,219.00
i. Contractual	\$ 661,539.00
j. TOTAL DIRECT COSTS	\$ 1,144,987.00
k. INDIRECT COSTS	\$ 97,823.00
l. TOTAL APPROVED BUDGET	\$ 1,242,810.00
m. Federal Share	\$ 807,826.00
n. Non-Federal Share	\$ 434,984.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	\$ 807,826.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 807,826.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 807,826.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations
- c. This award notice including terms and conditions if any noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to the grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)
Efforts related to this award could generate as much as \$325,000 in overmatch.

No program income is anticipated under this award.

GRANTS MANAGEMENT OFFICIAL:
PAUL WILKES, WSFR Regional Manager
1875 Century Blvd
Atlanta, GA, 30345
Phone: 404-679-4154

17. VENDOR CODE 0070105970		18a. UEI J1QQFNP52814		18b. DUNS 838103893		19. CONG. DIST. 02	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051038373-00010	\$807,826.00	07/01/2023	12/31/2026	5474	SWG-5624	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 8	DATE ISSUED 07/11/2023
GRANT NO. F23AF02636-00	

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

The objective of this grant is to implement Florida's State Wildlife Action Plan with select research and monitoring projects aimed at benefiting Species of Greatest Conservation Need. This State Wildlife Grant includes four projects for the period covered.

1. Central and South Florida Ecosystem Support Team (Use fire from 65 burns to restore 45,600 acres and provide or participate in 15 trainings. Manage 600 acres of invasive plants.)
2. Restoration of a Pine Rockland Habitat at Zoo Miami – Use fire to improve 28.8 acres of pine rockland habitat and monitor results.
3. Yellow River Bank Stabilization at Little Gin Hole
4. Peace River Streambank Restoration Project

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

Stream restoration projects (Projects 3 and 4) are approved for planning purposes. The Service must initiate consultation with interested federally-recognized Tribes. Potentially impactful field activities should not be implemented before written approval from the WSFR Office is provided with confirmation that NIIPA requirements have been addressed.

As a condition of award, the Recipient and their sub-recipient(s) and contractor(s) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NIIPA).

2. Inadvertent Archaeological or Historical Discoveries

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
3. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

AWARD CONDITIONS

1. WSFR SWG Match

NOTICE OF AWARD (Continuation Sheet)

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The federal share of the total project costs cannot exceed 65%. The Grant Recipient is eligible to request Federal obligated funds up to but not in excess of an amount equal to 65% of the total project expenditures. See also 2 CFR §200.306.

2. WSFR TRACS Grant Entry

The recipient is responsible for entering grant and project statement information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>). This information must be entered in TRACS within 60 calendar days of the latter: (a) period of performance start date; or (b) the date the award was approved. The grant and project statement information entered in TRACS must be consistent with the approved Project Statement (narrative) in GrantSolutions. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

3. WSFR Cost Accounting

Cost accounting is at the Subaccount level.

4. Indirect Cost Restrictions

The Service conditionally approves the proposed indirect costs on the final approved budget incorporated into this award. The Recipient is prohibited from charging indirect costs to this award until the Recipient provides a copy of their approved negotiated indirect cost rate agreement to the Service Project Officer identified on this notice of award. The Recipient must submit their indirect cost rate proposal to their cognizant agency for indirect costs within 90 calendar days past the award period of performance start date. In the event the recipient does not establish an approved rate by the award period of performance end date, the recipient must contact the Service Project Officer identified on this notice of award to discuss the situation and determine what budget revisions may be required. If the recipient submitted their rate agreement in a timely manner but the cognizant agency delayed processing it, the recipient should provide relevant details to the Service Project Officer.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the [ASAP.gov Help](#) menu for detailed instructions on requesting payments in ASAP.

REPORT

1. WSFR Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "[Completing the Federal Financial Report \(SF-425\)](#)".

2. WSFR Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are

NOTICE OF AWARD (Continuation Sheet)

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available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, Federal Financial Report form, <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. See also our instructional video on "Completing the Federal Financial Report (SF425)" [https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport\(SF-425\)](https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport(SF-425))

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. WSFR TRACS Reporting

The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?
2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).
3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost efficiencies, management recommendations, or lessons learned.
4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).
5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that

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highlight the accomplishments of the project.

6. Is this a project that you wish to highlight for communication purposes?

7. For CMS State fish and wildlife agencies only: If the grant is a CMS, has the agency submitted an update report every 3 years detailing the CMS components: (a) inventory and scanning; (b) strategic plan; (c) operational plan; and (d) evaluation and control have been reviewed and summaries included which provide detailed review results and recommendations?

6. Significant Developments Reports

See 2 CFR §200.329(e). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Terms and Conditions

1. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

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2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ibc.doi.gov/ICS/icma>.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

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All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

Not applicable to foreign public entities or foreign organizations.

43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of Interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, "Disclosure of Lobbying Activities", form to the USFWS. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

National Policy Encouragements

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Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.