

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

AGREEMENT NO. 20309

CFDA Title(s): Coastal Wetlands Planning, Protection and Restoration	CFDA No(s): 15.614
Name of Federal Agency(s): Department of the Interior, United States Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program and National Wildlife Refuge System, Division of Habitat and Resource Conservation	
Federal Award No(s): F20AS00057	Federal Award Year(s): 2021-2022
Federal Award Name(s): National Coastal Wetlands Conservation Grant Program	
CSFA Title(s): N/A	CSFA No(s): N/A
State Award No(s): F21AP00697-00	State Award Year(s): 2021-2022
State Award Name(s): R2-21-3 Bogey Creek Preserve Phase 3 Acquisition	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and North Florida Land Trust (NFLT), FEID # 59-3609167, whose address is 843 W. Monroe Street, Jacksonville, FL 32202, hereinafter “**Grantee**.”

WHEREAS, the Commission and Grantee have partnered together to permanently protect 19.12 acres, while acquiring 12.62 acres, known as Bogey Creek Preserve Phase 3, that fills a gap within a 6,000-acre matrix of conservation lands owned by federal, state, and local agencies, as well as conservation non-profits. Ecosystems on the property support several federally listed and candidate species including the gopher tortoise, wood stork, Atlantic sturgeon, shortnose sturgeon, and West Indian manatee. This property has been specifically identified as an acquisition priority in conservation plans produced by state agencies, including the Florida Forever Plan and the Pumpkin Hill Creek Preserve State Park Management Plan. The NFLT will own and manage the property as a component of Bogey Creek Preserve, a public park, in perpetuity. Within one year after acquisition, NFLT will develop a management plan for the property, incorporating it into the management plan and objectives and strategies for meeting ecological and programmatic objectives, including habitat protection and public access improvements; and,

WHEREAS, the Commission and Grantee have partnered to seek U.S. Fish and Wildlife Service (USFWS) National Coastal Wetlands Conservation grant funds to acquire this land for habitat conservation purposes; and,

WHEREAS, the Commission has been awarded the federal grant funds to partner with the NFLT to purchase the land; and,

WHEREAS, the USFWS has approved the scope of Grant Award entitled “Bogey Creek Preserve Acquisition Phase 3” to the Commission as a state partner on behalf of the Grantee, and, as a result of this Agreement, the Grantee has determined to be a subrecipient of federal financial assistance from the USFWS.

WHEREAS, the Commission will dispense the awarded federal grant funds to partner with the Grantee for the land acquisition project;

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

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance with this Agreement.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

- A.** The Grantee shall use this grant, Grant F21AP00697-00, to acquire the parcel considered in this Agreement and perform the services and specific responsibilities as set forth in Attachment A “Land Acquisition for Bogey Creek Preserve Phase 3.”

The Grant deliverables, as outlined in Attachment A, must be submitted and approved by the Commission prior to any payment.

As stated in the USFWS Award letter, attached hereto and incorporated as Attachment D, the USFWS has approved the “Land Acquisition for the Bogey Creek Preserve Phase 3.” The Grantee has provided the Commission and USFWS with the appraisal and review appraisal report by a Florida state licensed appraiser for the Bogey Creek parcel and the USFWS has approved these documents (Attachment A, Exhibit A-2). The Commission shall then request the USFWS obligate the funding to pay the NFLT for the land purchase.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission’s Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee’s ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

- A. Agreement Period and Commission’s Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was approved. The Commission’s Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement

or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

- A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$150,000.00.
- B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoice, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Invoice must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).
- C. Invoices.** The invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. The bill for the amount due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. Details regarding specific match requirements are included in Attachment A, Scope of Work.
- 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 Grantee 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 Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the

amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

G. Time Limits for Payment of Invoices. Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

H. Electronic Funds Transfer. Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

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

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

5. RETURN OR RECOUPMENT OF FUNDS.

A. Overpayment to Grantee. Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance. If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the

Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to other parties of this agreement, recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

- A. If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced, or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to

another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

- E. Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

- A. Financial Consequences.** In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee’s payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.
- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

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. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

<p>FOR THE COMMISSION: Grant Manager Johanna Poston Senior Management Analyst FL Fish and Wildlife Conservation Commission 620 S Meridian Street Tallahassee, FL 32399 850-6179570 Johanna.Poston@MyFWC.com</p>	<p>FOR THE GRANTEE: Grant Manager Rebecca Perry Director of Real Estate and Community Conservation North Florida Land Trust 843 West Monroe Street Jacksonville, FL 32202 904-557-7986 RPerry@NFLT.org</p>
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11. AMENDMENT.

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

- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

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

A. Intellectual and Other Intangible Property.

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

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

D. Equipment and Supplies.

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

13. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or

otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

- D. Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

- A. Authority.** Grantee is not permitted to subcontract any work under this Agreement, and therefore, the following terms and conditions do not apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Grantee, at its expense, will defend the Grantor against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A, Scope of Work.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee 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 Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

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

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.
- B. Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.
- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:
- http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. Vendors on Scrutinized Companies List.**
- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or

reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee’s ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.
- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

- A. Reasonably Associated Insurance.** During the term of the Agreement, the Grantee, 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 Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’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 Grantee 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 Grantee 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 Grantee. 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 Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Grantee, 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 Contract, unless Grantee is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope

of Work, Attachment A, the Grantee shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. 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 Contract term, the Grantee shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work, Attachment A.
- E. Written Verification of Insurance.** Upon execution of this Contract, the Grantee 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 Contract, Grantee shall furnish proof of applicable insurance coverage to the Commission's Contract 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, Grantee shall immediately notify the Commission's Contract 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 Grantee providing such insurance.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

- A.** All records in conjunction with this Grant 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 Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@MyFWC.com, and 620 South Meridian Street, Tallahassee FL 32399

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

19. COOPERATION WITH INSPECTOR GENERAL.

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

20. SECURITY AND CONFIDENTIALITY.

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

21. RECORD KEEPING REQUIREMENTS.

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

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

23. FEDERAL COMPLIANCE.

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

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported, or sold.
- iii **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. This Contract relies on federal funds, therefore, the following terms and conditions apply:

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must

compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
 - ii **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any

subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

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

26. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

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

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges, or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- i. **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 Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. **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>.
- iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- iv. **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.

- v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order 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 Purchase Order.

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 Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

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

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

NORTH FLORIDA LAND TRUST

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

EXECUTIVE DIRECTOR (OR DESIGNEE)

Name: Jim McCarthy

Name: David B. Johnson

Title: President, North Florida Land Trust, Inc

Title: HSC Deputy Director

Date: 12 August 2021

Date: 8/9/2021

Approved as to form and legality by:

**Anthony
Pinzino**

Digitally signed by Anthony
Pinzino
Date: 2021.08.05 08:35:21
-04'00'

Commission Attorney

Attachments in this Agreement include the following:

- Attachment A Federal Grant Proposal/ Scope of Work
- Attachment B Requirements of the Federal and Florida Single Audit Acts
- Attachment C Cost Reimbursement Contract Payment Requirements
- Attachment D Federal Award Letter

ATTACHMENT A

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
<p>* 1. Type of Submission:</p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p>	<p>* 2. Type of Application:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation</p> <p><input type="checkbox"/> Revision</p>	<p>* If Revision, select appropriate letter(s):</p> <p>_____</p> <p>* Other (Specify):</p> <p>_____</p>
<p>* 3. Date Received:</p> <p>_____</p>	<p>4. Applicant Identifier:</p> <p>_____</p>	
<p>5a. Federal Entity Identifier:</p> <p>_____</p>	<p>5b. Federal Award Identifier:</p> <p>_____</p>	
State Use Only:		
<p>6. Date Received by State: _____</p>	<p>7. State Application Identifier: _____</p>	
8. APPLICANT INFORMATION:		
<p>* a. Legal Name: Florida Fish and Wildlife Conservation Commission</p>		
<p>* b. Employer/Taxpayer Identification Number (EIN/TIN):</p> <p>59-3105845</p>	<p>* c. Organizational DUNS:</p> <p>8381038930000</p>	
d. Address:		
<p>* Street1: 620 S. Meridian St.</p>	<p>Street2: _____</p>	
<p>* City: Tallahassee</p>	<p>County/Parish: _____</p>	
<p>* State: FL: Florida</p>	<p>Province: _____</p>	
<p>* Country: USA: UNITED STATES</p>	<p>* Zip / Postal Code: 32399-1600</p>	
e. Organizational Unit:		
<p>Department Name:</p> <p>FL Fish & Wildlife Cons. Comm.</p>	<p>Division Name:</p> <p>Habitat and Species Conserv.</p>	
f. Name and contact information of person to be contacted on matters involving this application:		
<p>Prefix: Mrs.</p>	<p>* First Name: Larame</p>	
<p>Middle Name: _____</p>		
<p>* Last Name: Ferry</p>		
<p>Suffix: _____</p>		
<p>Title: Land Conservation Coordinator</p>		
<p>Organizational Affiliation:</p> <p>FWC/HSC</p>		
<p>* Telephone Number: 850-487-9185</p>		<p>Fax Number: _____</p>
<p>* Email: larame.ferry@MyFWC.com</p>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Dept. of Interior, Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.614

CFDA Title:

Coastal Wetlands Planning Protection and Restoration

*** 12. Funding Opportunity Number:**

F20AS00057

* Title:

National Coastal Wetlands Conservation Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Bogey Creek Preserve Phase 3 Acquisition, Duval County, Florida

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="150,000.00"/>
* b. Applicant	<input type="text" value="43,560.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="51,187.50"/>
* e. Other	<input type="text" value="59,812.50"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="304,560.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

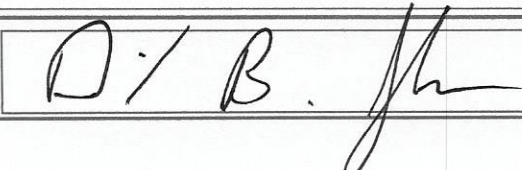
Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text" value="304,560.00"/>	\$ <input type="text"/>	\$ <input type="text" value="304,560.00"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
5. Other architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
6. Project inspection fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Site work	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8. Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. Construction	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
10. Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11. Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text" value="304,560.00"/>	\$ <input type="text"/>	\$ <input type="text" value="304,560.00"/>
13. Contingencies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. SUBTOTAL	\$ <input type="text" value="304,560.00"/>	\$ <input type="text"/>	\$ <input type="text" value="304,560.00"/>
15. Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text" value="304,560.00"/>	\$ <input type="text"/>	\$ <input type="text" value="304,560.00"/>
FEDERAL FUNDING			
17. Federal assistance requested; calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c. Multiply X <input type="text" value="49"/> %		\$ <input type="text" value="149,234.40"/>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

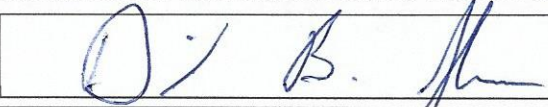
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Deputy Division Director
APPLICANT ORGANIZATION Florida Fish and Wildlife Conservation Commission	DATE SUBMITTED 7/10/2020

SF-424D (Rev. 7-97) Back

National Coastal Wetlands Conservation Grant Program

Bogey Creek Preserve Phase 3 Acquisition



Photo: Bogey Creek Preserve

Submitted By: Florida Fish and Wildlife Conservation Commission (FWC)
620 S. Meridian St
Tallahassee, FL 32399

In partnership with North Florida Land Trust (NFLT)
843 W. Monroe St.
Jacksonville, FL 32202

Contact: Larame Ferry, (850) 487-9185

Date: June 29, 2020

Authors: Elizabeth Guthrie, Rebecca Perry of the NFLT, in
partnership with FWC and the U.S. Fish and Wildlife
Service (USFWS)

Project Summary

The Florida Fish and Wildlife Conservation Commission (FWC) is requesting \$150,000 from the National Coastal Wetlands Conservation Grant Program (NCWCG) to help acquire and permanently protect 19.12 acres of maritime forests, hardwood wetlands, and salt marsh in Jacksonville, Florida (Figure 1). Funding will be used to purchase 12.62 acres of unique habitat known as Bogey Creek Preserve Phase 3. This funding will be matched with 6.5 acres of land owned by the North Florida Land Trust (NFLT) and City of Jacksonville. Ecosystems on the property support several federally listed and candidate species including the gopher tortoise, wood stork, Atlantic sturgeon, shortnose sturgeon, and West Indian manatee.

This property fills a gap within a 6,000-acre matrix of conservation lands owned by federal, state, and local agencies, as well as conservation non-profits, referred to as the “7 Creeks Recreation Area.” This acquisition will expand an existing public park and open possibilities for development of a trail connecting miles of lands managed by the National Park Service, Florida Park Service, City of Jacksonville, and NFLT.

The property has been specifically identified as an acquisition priority in conservation plans produced by state agencies, including the Florida Forever Plan and the Pumpkin Hill Creek Preserve State Park Management Plan.

NCWCG will fund the acquisition of a fee-simple purchase by the NFLT. The NFLT will own and manage the property as a component of Bogey Creek Preserve, a public park, in perpetuity.

Project Statement

Project Need

Conservation of coastal wetlands is essential to preserving habitat for fish and wildlife, filtering surface runoff, and providing flood and storm buffering. Continued development of Florida’s coastal areas threatens the integrity of these important wetland ecosystems. It is the goal of this acquisition to expand protection of salt marsh and maritime forest habitat.

Over 140,000 acres of salt marsh and uplands surrounding the property are in conservation, owned or managed by public and private conservation entities (Figure 2). Acquisition of the property will further protect upland buffers and salt marsh adjacent to the 46,000-acre Timucuan Ecological and Historic Preserve and areas surrounding the 69,000-acre Nassau River-St. Johns River Marshes Aquatic Preserve. Waters within these preserves are designated Outstanding Florida Waters. These preserves protect vast expanses of salt marsh estuary, tidal creeks, rivers, and uplands buffering some of the most productive and important ecosystems in northeast Florida. This large footprint of conservation areas is unique in its diversity of ownership by agencies at all levels of government, as well as non-governmental organizations. This large conservation area is also unique due to its location within Florida’s most populous incorporated area, the City of Jacksonville, in Duval County.

This acquisition supports efforts to fill gaps locally, as well as create further connectivity within the footprint of the 7 Creeks Recreation Area. This property will expand Bogey Creek Preserve, a 75-acre public nature preserve owned and managed by NFLT. Trails on Bogey Creek Preserve will be extended to the Phase 3 parcel, providing potential future connectivity to the 4,000-acre Pumpkin Hill Creek Preserve State Park, as well as lands owned by City of Jacksonville and the National Park Service.

Conservation of the property will protect declining habitat types including tidal salt marsh (estuarine emergent wetlands). Salt marsh is among one of the most productive habitats in the world, serving as a nursery and foraging grounds for recreational and commercial fish species.



Photo: Bogey Creek Preserve

Objectives

Funding from the NCWCG will provide the following benefits upon acquisition in early 2021:

- a) Purchase and permanently protect a 12.62-acre addition to Bogey Creek Preserve, increasing the total acreage of Bogey Creek Preserve to 87.62 acres.
- b) Permanently protect 3.94 acres of estuarine intertidal emergent wetlands, 4.43 acres of palustrine forested wetlands, and 8 acres of maritime forest.
- c) Provide year-round access and recreational opportunities for the public.
- d) Provide educational opportunities for environmental non-profits and conservation agencies, university students, and university extension programs.
- e) Increase permanently protected lands in the region.



Photo: Marsh edge on Bogey Creek Preserve

Expected Benefits and Results

This project, in partnership with NFLT and City of Jacksonville will permanently protect 19.12 acres, which provide the following benefits:

- Nationally declining wetland conservation: 3.94 acres of nationally declining estuarine intertidal emergent wetlands and 4.43 acres of nationally declining palustrine forested wetlands.
- Protection of Essential Fish Habitat (#6 of Ranking Criteria below).
- Protection of habitat for federally listed and state-listed species. (#5 and #7 of Ranking Criteria below).
- Conservation of habitat for coastal-dependent and migratory birds (#7 of Ranking Criteria below).
- Provide wildlife-oriented recreational opportunities for the public (#12 of Ranking Criteria below).
- Catalyst for future conservation (#9 of Ranking Criteria below).

Approach

Funds from the NCWCG will be used to purchase the property and will be matched with contributions from NFLT, City of Jacksonville, and FWC. The NFLT has an existing option agreement with the landowner and anticipates completing the acquisition in early 2021.

The NFLT is an accredited land trust and 501(c)(3) organization based in Jacksonville, Florida. NFLT has conserved over 24,000 acres in its 20-year history and currently owns and manages over 11,000 acres throughout the region.

NFLT staff will be responsible for long-term management of the site as a public preserve. Within one year after acquisition, NFLT will develop a management plan for the property, incorporating it into the management plan and objectives for its Bogey Creek Preserve. The management plan will include objectives and strategies for meeting ecological and programmatic objectives, including habitat protection and public access improvements.

Project Location

The property is in northeast Duval County, Florida (30°27'18.0"N, 81°30'47.3"W), in the Pumpkin Hill neighborhood of Jacksonville. The parcel is south of Cedar Point Road, west of Sheffield Road, east of Bogey Creek Preserve, and north of Clapboard Creek, a tributary of the St. Johns River.

Duplication of Effort Statement

There is no overlap or duplication between this application and any of our other Federal applications or funded projects in regard to activities, costs, or time commitment of key personnel.

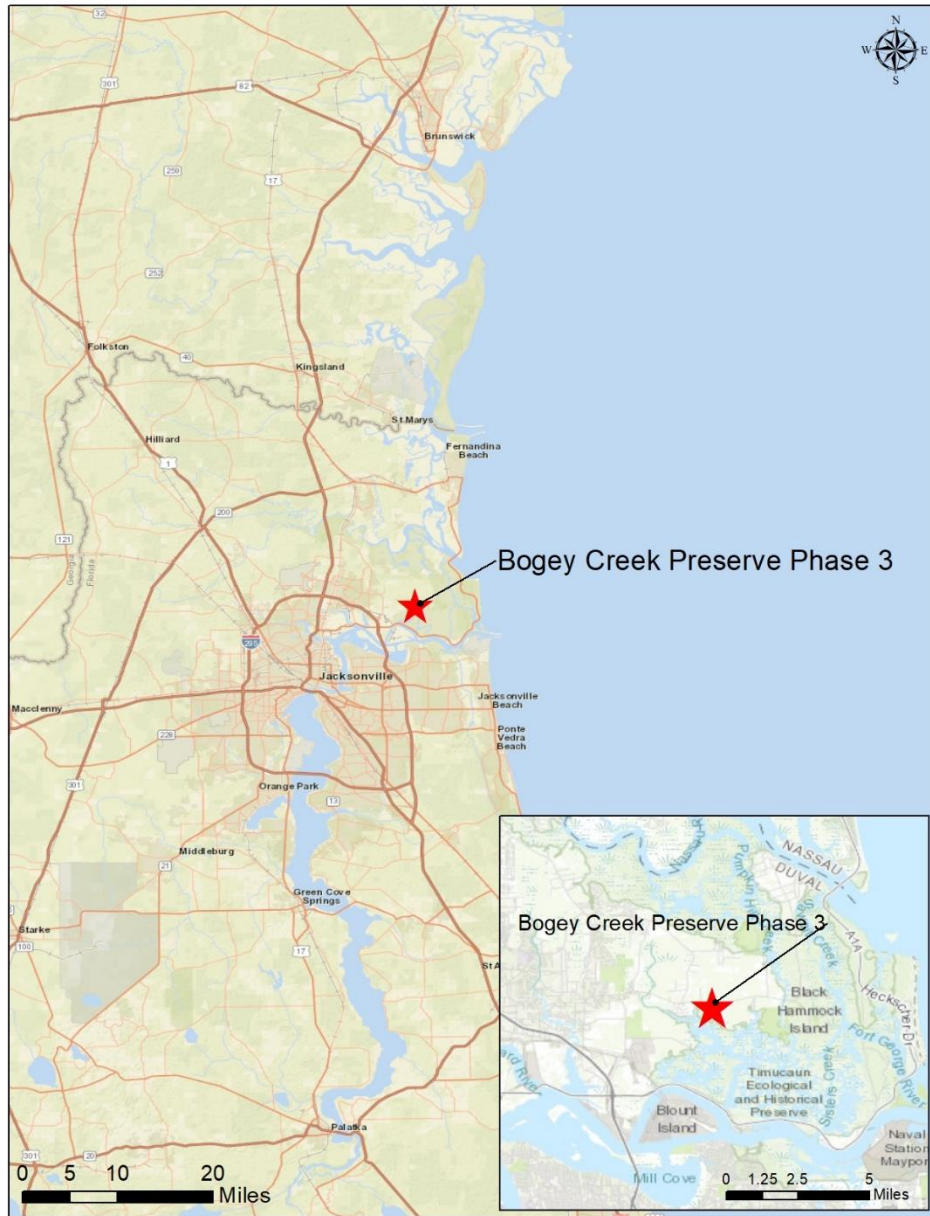


Figure 1. Location of Bogey Creek Preserve Phase 3

Estimated Costs

As a result of Florida’s dedicated partners, the matching ratio for this project is 49% federal funds to 51% matching funds.

Land used as match is jointly owned by NFLT (37% of parcel) and City of Jacksonville (63% of parcel).

BUDGET

Expense Type	Federal Request - USFWS	Non-Federal Match - FWC In-kind	Non-Federal Match - COJ	Non-Federal Match - NGO/Private	Project Totals
Purchase Price	\$150,000.00				\$150,000.00
Yellow Book Appraisals and Reviews				\$20,000.00	\$20,000.00
Title Search				\$325.00	\$325.00
Title Insurance				\$825.00	\$825.00
Phase 1 Environmental Site Assessment				\$1,750.00	\$1,750.00
Personnel		\$43,560.00			
Property as Match - Bogey Creek Landing			\$51,187.50	\$30,062.50	\$81,250.00
Boundary Survey				\$6,850.00	\$6,850.00
Column Totals	\$150,000.00	\$43,560.00	\$51,187.50	\$59,812.5	\$304,560.00

% Federal = 49%

% Non-Federal Match = 51%

Relationship to Other Projects

This project supports the goals of several state conservation acquisition plans, including the Florida Forever Plan and the Pumpkin Hill Creek Preserve State Park Management Plan. It is also within the state park's Optimum Boundary. A complete list of conservation plans this project supports is found in #4 of the Ranking Criteria below.

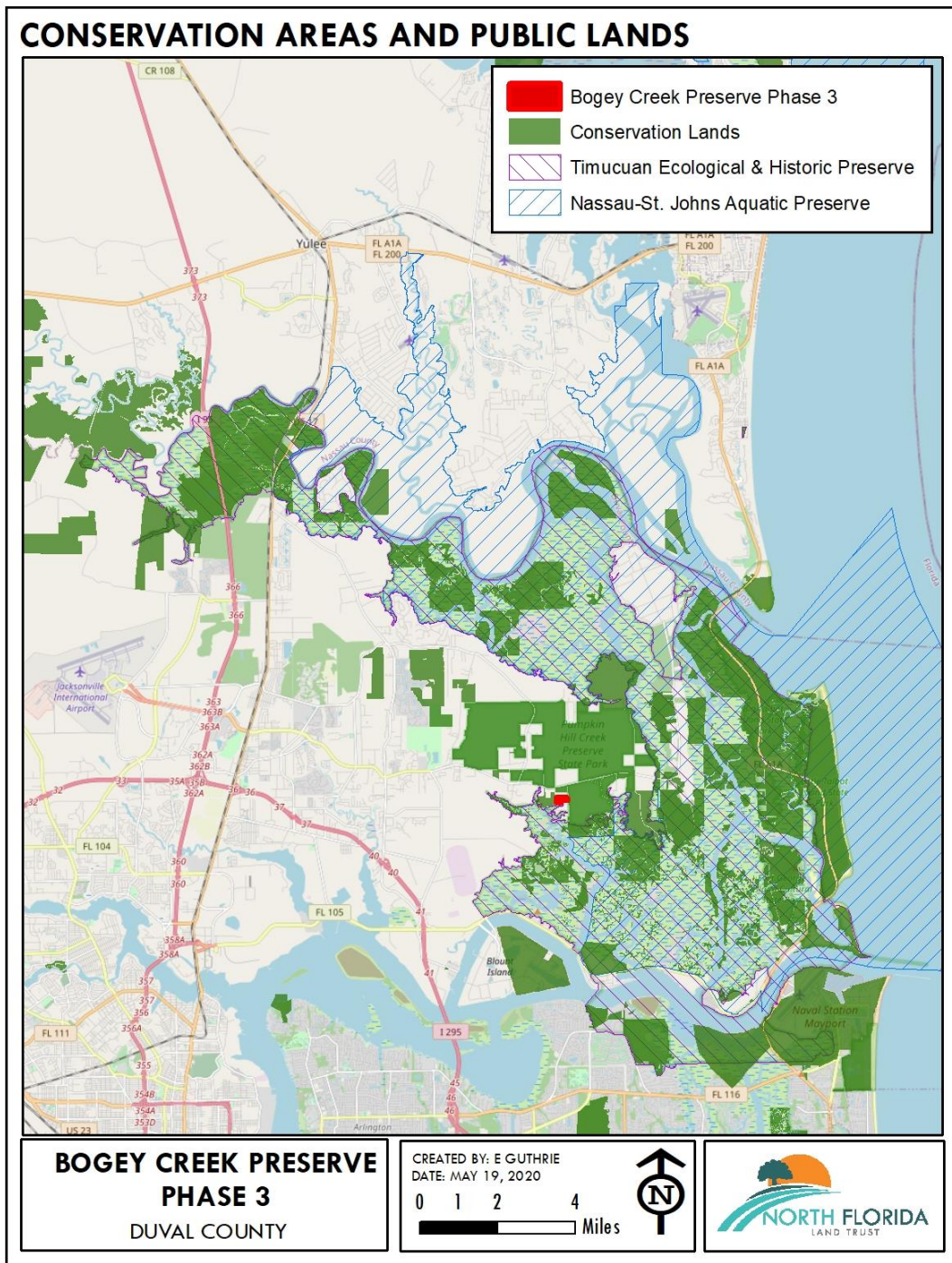


Figure 2. Bogey Creek Preserve Phase 3 in relation to nearby conservation areas

Interagency Cooperation

The acquisition is a collaborative effort including FWC, the City of Jacksonville, and NFLT.

This project will expand ongoing programs and efforts at Bogey Creek Preserve, which is currently open to the public year-round for hiking, biking, kayaking, canoeing, fishing, geocaching, and

wildlife observation. The Preserve is frequently used as a location for educational field trips and interpretive hiking tours by organizations including the Florida Master Naturalist Program, Florida Native Plant Society, local Audubon chapters, Sierra Club, and Florida Trail Association. These organizations, along with local volunteer groups, and university students provide assistance with service and maintenance projects at the Preserve. An ongoing partnership with the Florida Master Naturalist Program uses the Preserve as a training ground for master naturalists to gain experience leading interpretive hikes. NFLT also funds seasonal internships for current university students and recent graduates, to gain experience in park maintenance and environmental interpretation skills.

Summary Information for Ranking

Summary

This project provides protection of declining habitats including estuarine and palustrine wetlands, as well as maritime forest, preservation of which support habitat for imperiled species. Acquisition of the property results in increased connectivity within a landscape of conservation areas owned and managed by federal, state, city, and non-profit conservation agencies.

This property acquisition is part of a larger project expanding the boundaries of Bogey Creek Preserve, a public preserve owned by NFLT and the City of Jacksonville and managed by NFLT. This project will increase connectivity to a vast expanse of conservation lands in the greater Timucuan Ecological and Historic Preserve, expanding the existing trail network and public access opportunities.

Ranking Criteria

1. Wetland Conservation

This project protects 19.12 acres of coastal habitat, including 8.37 acres of declining wetlands: estuarine intertidal emergent and palustrine forested. NCWCG funding will be used to purchase 12.62 acres, and 6.5 acres will be provided as match by NFLT and City of Jacksonville. The 12.62-acre property for acquisition contains 0.85 acres of estuarine emergent wetlands and 4.43 acres of palustrine forested wetlands. Wetlands map with National Wetland Inventory (NWI) codes are in Appendix I.

Salt marsh on-site is typical of most northeast Florida estuarine marshes, consisting of *Spartina alterniflora* in lower elevations and along the water's edge, and black needlerush (*Juncus roemarianus*) in higher elevations and along upland areas. Salt marshes typical of north Florida are shallow, sheltered expanses, interspersed with tidal creeks. Rivers, creeks, and tides bring in nutrients which are circulated by currents, creating year-round high productivity. These marshes support a vast food web including primary consumers that feed on plants and algae (fish, shrimp, crabs, clams, oysters); small mammals that feed along marsh edges during low tides (mice, raccoon, rabbit, opossum); salt marsh-nesting birds (clapper rail, willet, red-winged blackbirds, seaside sparrows, marsh wrens); birds that forage on marsh edges (herons, egrets, ibis, wood

stork); as well as numerous species of commercially and recreationally important fishes that spawn in the marsh or live there for a large part of their life cycles (DRP 1986).

Salt marsh habitats are some of the most productive in the state of Florida, stabilizing sediments, filtering water, providing essential fish habitat, and nesting areas for many Species of Greatest Conservation Need (SGCN). These ecosystems support fisheries, endangered species, migratory and coastal-dependent birds, marine mammals, and estuarine invertebrates.

Palustrine forested wetlands on the property are typical transitional areas, consisting of a combination of mixed scrub-shrub wetland and freshwater forested mixed-hardwood wetlands. These wetland areas are dominated by cabbage palms, eastern red cedar, shrubs, and other woody vegetation less than 20 feet high, as well as small live oaks and laurel oaks.

Habitat Type	NWI Code	Acres (NCWCG Request – Phase 3)	Acres (Match parcel)	Acres (Total project area)	Percentage of total project area
Total Declining wetlands		5.28	3.09	8.37	43.78
<i>Estuarine intertidal emergent (Nationally declining)</i>	E2EM1P	0.85	3.09	3.94	20.59
<i>Palustrine forested (Nationally declining)</i>	PFO6F	4.43	0	4.43	23.19
Total Wetlands		5.28	3.09	8.37	43.78
Total Upland		7.34	3.41	10.75	56.22
Total Acres		12.62	6.5	19.12	100

BOGEY CREEK PRESERVE PHASE 3 - NATIONAL WETLANDS INVENTORY

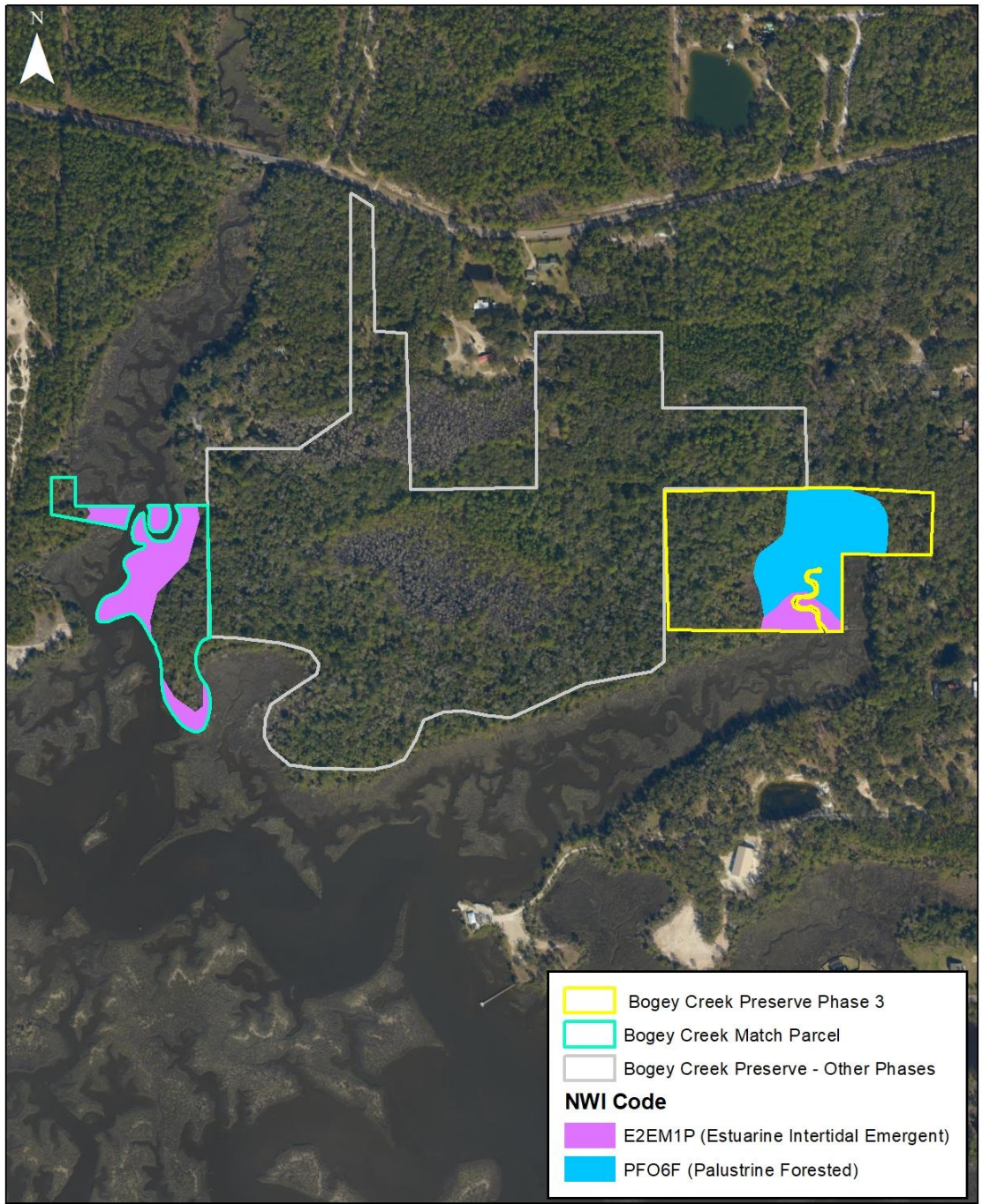


Figure 3. Wetland types within project area (NWI, USFWS)



Photo: Black needlerush (Juncus roemarianus) in high marsh

2. Maritime Forests

The upland area of this project consists of approximately eight acres of Maritime Forest. Plant species surveys have been conducted on Bogey Creek Preserve, adjacent to the proposed acquisition parcel, by NFLT staff and Florida Native Plant Society volunteers. Vegetation in the project area is representative of inland maritime forest and includes a canopy of live oaks and southern magnolia, with an understory and herb layer comprised of saw palmetto, beautyberry, and rusty fetterbush.

Maritime forest species documented on the property are listed in the table below.

Common Name	Scientific Name
American holly	<i>Ilex opaca</i>
Beautyberry	<i>Callicarpa americana</i>
Cabbage palm	<i>Sabal palmetto</i>
Coral bean	<i>Erythrina herbacea</i>
Laurel oak	<i>Quercus hemisphaerica</i>
Live oak	<i>Quercus virginiana</i>
Muscadine grape	<i>Vitis rotundifolia</i>
Pignut hickory	<i>Carya glabra</i>
Red bay	<i>Persea borbonia</i>
Rusty fetterbush	<i>Lyonia ferruginea</i>
Sand live oak	<i>Quercus geminata</i>
Sarsparilla vine	<i>Smilax pumila</i>
Saw palmetto	<i>Serenoa repens</i>
Southern magnolia	<i>Magnolia grandiflora</i>
Spikegrass	<i>Chasmanthium sessiliflorum</i>
Tough buckthorn	<i>Sideroxylon tenax</i>
Virginia creeper	<i>Parthenocissus quinquefolia</i>
Yaupon	<i>Ilex vomitoria</i>



Photo: Maritime Forest, Bogey Creek Preserve

3. Long-term Conservation

The NFLT has committed to ownership and management of the entire 19.12-acre project in perpetuity (letter of commitment in Appendix II). The property will be held in fee by North Florida Land Trust, Inc., an accredited land trust and 501(c)(3) non-profit organization. This acquisition is the third phase of NFLT’s Bogey Creek Preserve, a public park containing trails, picnic areas, and a kayak landing. As with all their properties, NFLT will conduct natural resource management to maintain the habitat over time. Outdoor recreation will also be promoted on this property. This parcel will provide future connection between Bogey Creek Preserve, Pumpkin Hill Creek Preserve State Park, and other conservation lands in the region.

4. Coastal Watershed Management

This project is specifically identified in the state’s conservation and recreation lands program known as Florida Forever. It is within the Pumpkin Hill Creek project area, the purpose of which is to protect natural uplands, maintain water quality of the Nassau and St. Johns Rivers and their marshes, protect important fisheries and wading bird rookeries, and provide public recreation. The project is an upland buffer to the Nassau River – St. Johns River Marshes Aquatic Preserve, an Outstanding Florida Water supporting commercial and recreational fisheries. The Pumpkin Hill Creek project also contains areas of nearly pristine maritime hammock and provides habitat for listed species including wood stork and manatee.

The project is also specifically identified as an important acquisition in the Pumpkin Hill Creek Preserve State Park Management Plan, being within the park’s Optimum Boundary. Optimum Boundary lands are those considered desirable for direct management as part of the state park.

Management Plan or Effort (*denotes proposed acquisition is specifically identified in the plan)	How this project helps implement its goals
Conservation Blueprint Version 2.2 (South Atlantic Landscape Conservation Cooperative)	Located in area of highest priority for shared action: the most important areas for natural and cultural resources based on indicator condition.
Florida’s Freshwater Priority Resources: A Guide for Future Management (FWC)	Located within several “high priority” areas, including Clapboard Creek, Machaba Balu Preserve, and Timucuan Ecological and Historic Preserve. Acquisition of the property supports FWC’s intent to “preserve and protect these privately-held aquatic resources,” which are “crucial to maintaining quality fish and wildlife habitat.”
Florida’s Imperiled Species Management Plan (FWC)	Addresses conservation needs for the Worthington’s marsh wren, a state-Threatened species in Florida. Maintaining and restoring salt marsh habitat in the limited range of this habitat specialist is a priority action to achieve conservation goals for this species.

Management Plan or Effort (*denotes proposed acquisition is specifically identified in the plan)	How this project helps implement its goals
Florida's North Central Regional Assessment (FWC)	Addresses conservation needs for focal species in this area, including the dwarf seahorse, Atlantic horseshoe crab, black rail, little blue heron, reddish egret, tricolored heron, roseate spoonbill, Worthington's marsh wren, painted bunting, and Atlantic salt marsh mink.
Florida's State Wildlife Action Plan 2019 (FWC)	Supports conservation efforts for North Central Region coastal and estuarine resources by protecting existing emergent aquatic vegetation. Addresses climate change threat by supporting action M11.2: Restore and/or protect coastal vegetation and upland buffers to reduce the impact of increased disturbance events (e.g., runoff events, increased sediment transport, increased severe weather events).
Lower St. Johns River Basin Surface Water Improvement and Management Plan Update 2008 (St. Johns River Water Management District)	Acquisition supports the Goal for Biological Health Initiative to restore and protect natural systems associated with the basin's surface waters via Strategy 3.2.6: Acquire Upland Buffer Areas; and meets the objective to protect natural systems through acquisition and management of protected lands.
Partners in Flight Bird Conservation Plan for The South Atlantic Coastal Plain (American Bird Conservancy)	Protection of maritime forests on the property supports one of the plan's primary habitat objectives for landbird species to protect 100% of remaining maritime communities. This acquisition also supports the goal to protect wetland habitat through private-public partnerships.
*Pumpkin Hill Creek Florida Forever Board of Trustees Project Plan [Florida Department of Environmental Protection (FDEP), Division of State Lands]	This property is specifically identified in a Florida Forever project area as an essential parcel remaining for acquisition within the project area.
*Pumpkin Hill Creek Preserve State Park Management Plan (FDEP, Division of Recreation and Parks)	This property is specifically identified in the Pumpkin Hill Creek Preserve State Park Management Plan Optimum Boundary. By preventing development, this project will meet the park's Natural and Cultural Resources Goal 9.A. "To ensure the long-term survival of species within the preserve, aggressively pursue acquisition of additional natural areas within the preserve's Optimum Boundary before they are developed."
Salt Marsh Bird Conservation Plan (Atlantic Coast Joint Venture)	Supports strategy to ensure the ability of marshes to migrate via land acquisition and easements.
Southeast Resilience Project (The Nature Conservancy)	The Southeast Resilience Project identifies places for conservation based on characteristics that increase

Management Plan or Effort (*denotes proposed acquisition is specifically identified in the plan)	How this project helps implement its goals
	diversity and resilience. This project is in an area of above average resilience.
Strategic Habitat Conservation Areas (FWC)	SHCAs depict the need for species protection through habitat conservation and identify important habitat areas in Florida with no conservation protection. 36.43% of the project area is within a priority SHCA.
The South Atlantic Migratory Bird Initiative Implementation Plan (Atlantic Coast Joint Venture)	Supports habitat protection conservation strategy by acquiring this property in fee, to be owned by a conservation organization and managed for wildlife conservation in perpetuity, particularly in focus areas and in areas where acquisition of lands builds upon networks of contiguous existing protected lands.

5. Conservation of Threatened and Endangered Species

This project will benefit seven federally listed and candidate species, and nine state listed species. The project provides foraging habitat for several listed species including the wood stork. “The project, and specifically the wetlands, are within the 20 kilometer “Core Foraging Area” of the wood stork nesting colony that is located at the Jacksonville Zoo and Gardens. There are documented foraging locations within the project’s boundaries by wood storks that were nesting at the Jacksonville Zoo colony. This project will contribute to the stability of the nearby wood stork nesting colony by preserving foraging habitat critical for the recovery of the wood stork” (Billy Brooks, Wood Stork Recovery Lead, USFWS, June 12, 2020).

Estuarine waters within the project support habitat for endangered fish like the Atlantic sturgeon and shortnose sturgeon, which spend most of their lives in these estuarine environments. Adjacent to these waters are high marsh areas, which support listed bird species like the black rail. “The high marsh component of this proposal adds to the conservation efforts currently being undertaken by the Atlantic Coast Joint Venture partnership for Black Rail and Saltmarsh Sparrow” (Craig Watson, Atlantic Coast Joint Venture, USFWS, June 8, 2020).

Several state listed species, as well as a number of Species of Greatest Conservation Need are dependent upon salt marsh for all of part of their life cycles (SWAP 2019). Protection of tidal salt marsh within the project area supports conservation goals of Florida’s Imperiled Species Management Plan by providing foraging habitat for several state listed wading birds and shorebirds including least terns, American oystercatchers, and roseate spoonbills.

a. Benefits to Federally Listed Species

The proposal will protect habitat for seven federally listed and candidate species including:

Common Name (Scientific Name)	Project Benefits	Federal Status	Does the project support goals of the Recovery Plan or HCP? List the plan and goal.	Documented in project area?
Atlantic sturgeon (<i>Acipenser oxyrinchus</i>)	Spend most of their life in estuarine waters. Their southernmost extent in the St. Johns River.	FE	Atlantic Sturgeon Recovery Outline (NOAA) Conservation of riverine and marine habitat	No
Black rail (<i>Laterallus jamaicensis</i>)	Breeding habitat	Proposed FT	Atlantic Coast Joint Venture Flagship Species Initiative – Conserve coastal tidal marsh habitat for Black Rail and Saltmarsh Sparrow	No Documented in surrounding high salt marsh
Gopher tortoise (<i>Gopherus Polyphemus</i>)	Foraging, Reproduction	FC	Gopher Tortoise Management Plan (FWC) Increase habitat through land acquisition and protection	Yes
Saltmarsh sparrow (<i>Ammodramus caudacutus</i>)	Wintering	No federal status but considered one of most endangered birds on Atlantic Coast. (C Watson, ACJV, USFWS, June 8, 2020).	Salt Marsh Bird Conservation Plan, Salt Marsh Sparrow Bird Conservation Plan (in progress) Atlantic Coast Joint Venture Flagship Species Initiative – Conserve coastal tidal marsh habitat for Black Rail and Saltmarsh Sparrow	No Documented in surrounding marshes

Common Name (<i>Scientific Name</i>)	Project Benefits	Federal Status	Does the project support goals of the Recovery Plan or HCP? List the plan and goal.	Documented in project area?
Shortnose sturgeon (<i>Acipenser brevirostrum</i>)	Spend most of their life in estuarine waters. Their southernmost extent in the St. Johns River.	FE	Final Recovery Plan for the Shortnose Sturgeon (NMFS 1998) – protect shortnose sturgeon and their habitats	No
West Indian manatee (<i>Trichechus manatus</i>)	Foraging, Resting Project is less than 8km from designated critical habitat (St. Johns River)	FT	USFWS Florida Manatee Recovery Plan 2001 - Protect manatee habitats specifically by protecting tidal water	Yes
Wood stork (<i>Mycteria Americana</i>)	Foraging, Nesting Within the 20km “Core Foraging Area” of the Jacksonville Zoo nesting colony	FT	USFWS Wood Stork Recovery Plan - Highlights protection of foraging sites for this federally endangered species	Yes

FE= Federally Endangered, FT = Federally Threatened, FC = Federal Candidate for Listing

5. b. Benefits to State Listed Species

The proposal will protect habitat for nine state listed species including:

Common Name (<i>Scientific Name</i>)	Project Benefits	State Status	Does the project support goals of a Recovery Plan or HCP? List plan and goal.	Documented in project area?
American oystercatcher (<i>Haematopus palliatus</i>)	Foraging	ST	FWC Species Action Plan for Four Imperiled Beach-Nesting Birds – American oystercatchers foraging	No

Common Name (Scientific Name)	Project Benefits	State Status	Does the project support goals of a Recovery Plan or HCP? List plan and goal.	Documented in project area?
			habitats include estuaries and other tidal areas. Florida's Imperiled Species Management Plan: Improve conservation status by protecting quality habitat.	Documented in nearby tidal marsh
Black skimmer (<i>Rynchops niger</i>)	Foraging	ST	FWC Species Action Plan for Four Imperiled Beach-Nesting Birds – Black skimmers forage in shallow waters within estuaries. Florida's Imperiled Species Management Plan: Improve conservation status by protecting quality habitat.	Yes
Least tern (<i>Sternula antillarum</i>)	Foraging	ST	FWC Species Action Plan for Four Imperiled Beach-Nesting Birds – Least terns forage in shallow waters within estuaries. Florida's Imperiled Species Management Plan: Improve conservation status by protecting quality habitat.	Yes
Little blue heron (<i>Egretta caerulea</i>)	Foraging	ST	FWC Species Action Plan for Six Imperiled Wading Birds – The little blue heron depends on shallow marine and brackish wetlands for foraging habitat. Action 14 Prioritize coastal wetlands for acquisition and easements and include	Yes

Common Name (<i>Scientific Name</i>)	Project Benefits	State Status	Does the project support goals of a Recovery Plan or HCP? List plan and goal.	Documented in project area?
			<p>consideration of sea level rise as a prioritization criterion.</p> <p>Action 38 Encourage the Natural Resources Conservation Service (NRCS) and USFWS to incorporate the recovery needs of imperiled wading birds when prioritizing private conservation lands to be funded for wetland restoration through the Wetlands Reserve Program (WRP) or the NCWCG.</p> <p>Florida's Imperiled Species Management Plan: Improve conservation status by ensuring quality habitat is sufficiently available to support migratory and resident populations.</p>	
Pondspice (<i>Litsea aestivalis</i>)	Wetland habitat	SE		No Documented at adjacent Pumpkin Hill State Park
Reddish egret (<i>Egretta rufescens</i>)	Foraging	ST	FWC Species Action Plan for Six Imperiled Wading Birds – Reddish egret	No

Common Name (<i>Scientific Name</i>)	Project Benefits	State Status	Does the project support goals of a Recovery Plan or HCP? List plan and goal.	Documented in project area?
			<p>depends on shallow marine and brackish wetlands for foraging habitat.</p> <p>Action 14 Prioritize coastal wetlands for acquisition and easements and include consideration of sea level rise as a prioritization criterion.</p> <p>Action 38 Encourage NRCS and USFWS to incorporate the recovery needs of imperiled wading birds when prioritizing private conservation lands to be funded for wetland restoration through WRP or the NCWCG.</p> <p>Florida's Imperiled Species Management Plan: Improve conservation status by ensuring quality habitat is sufficiently available to support migratory and resident populations.</p>	Documented in nearby tidal marsh
Roseate spoonbill (<i>Platalea ajaja</i>)	Foraging	ST	FWC Species Action Plan for Six Imperiled Wading Birds – The roseate spoonbill depends on shallow marine and brackish	Yes

Common Name (<i>Scientific Name</i>)	Project Benefits	State Status	Does the project support goals of a Recovery Plan or HCP? List plan and goal.	Documented in project area?
			<p>wetlands for foraging habitat.</p> <p>Action 14 Prioritize coastal wetlands for acquisition and easements and include consideration of sea level rise as a prioritization criterion.</p> <p>Action 38 Encourage NRCS and USFWS to incorporate the recovery needs of imperiled wading birds when prioritizing private conservation lands to be funded for wetland restoration through WRP or the NCWCG.</p> <p>Florida's Imperiled Species Management Plan: Improve conservation status by ensuring quality habitat is sufficiently available to support migratory and resident populations.</p>	
Tricolored heron (<i>Egretta tricolor</i>)	Foraging	ST	<p>FWC Species Action Plan for Six Imperiled Wading Birds – The tricolored heron depends on shallow marine and brackish wetlands for foraging habitat.</p>	No Documented in nearby tidal marsh

Common Name (<i>Scientific Name</i>)	Project Benefits	State Status	Does the project support goals of a Recovery Plan or HCP? List plan and goal.	Documented in project area?
			<p>Action 14 Prioritize coastal wetlands for acquisition and easements and include consideration of sea level rise as a prioritization criterion.</p> <p>Action 38 Encourage NRCS and USFWS to incorporate the recovery needs of imperiled wading birds when prioritizing private conservation lands to be funded for wetland restoration through WRP or the NCWCG.</p> <p>Florida's Imperiled Species Management Plan: Improve conservation status by ensuring quality habitat is sufficiently available to support migratory and resident populations.</p>	
<p>Worthington's marsh wren (<i>Cistothorus palustris griseus</i>)</p>	<p>Foraging</p>	<p>ST</p>	<p>FWC Species Action Plan for Four Saltmarsh Songbirds – “Salt marsh preservation is critical to the continued survival of saltmarsh songbirds in Florida,” including the Worthington's marsh wren.</p>	<p>No Documented in surrounding marsh</p>

Common Name (<i>Scientific Name</i>)	Project Benefits	State Status	Does the project support goals of a Recovery Plan or HCP? List plan and goal.	Documented in project area?
			<p>Action 3 Maintain and restore habitat for saltmarsh songbirds by preventing reduction of the total area of contiguous tracts of salt marsh.</p> <p>Florida's Imperiled Species Management Plan: Improve conservation status by protecting saltmarsh habitat.</p>	

SE = State Endangered; ST = State Threatened

6. Benefits to Fish

This project will benefit anadromous, interjurisdictional, and other important fish and invertebrate species by providing permanent protection to upland buffers adjacent to tidal wetlands. “In protecting and managing maritime forest, hardwood wetland, and salt marsh, this project will benefit many SGCN identified in Florida’s State Wildlife Action Plan, including but not limited to fishes like the Atlantic and shortnose sturgeon and the dwarf seahorse. The dwarf seahorse is also a focal species identified in Florida’s North Central Regional Assessment (FWC) that may benefit from this acquisition” (Brie Ochoa, Division of Habitat and Species Conservation, FWC, June 11, 2020). Wetlands on the property are hydrologically connected to Clapboard Creek and surrounding expanses of salt marsh. These estuarine tidal creeks and adjacent marshes function as nursery areas for larval and juvenile finfish, crustaceans, and mollusks, and as a critical fisheries habitat to adult species (SAFMC 2009).

Estuarine emergent wetlands are designated Essential Fish Habitat (EFH) for numerous species including shrimp, red drum, and 55 fish species in the Snapper Grouper Management Complex (SAFMC 1998). This project is within several EFH Areas designated by NOAA Fisheries. The Magnuson-Stevens Fishery Conservation and Management Act defines EFH as “those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity”. Over 95% of finfish and shellfish species harvested commercially in the United States are wetland-dependent and the vast majority of those species are dependent on estuarine wetlands (SAFMC 2009). Of all species managed by South Atlantic Fisheries Management Council, red drum and shrimp are considered most dependent on salt marsh habitat (SAFMC 1998).

The following species will benefit from the protection of estuarine emergent wetlands (salt marsh) and have been identified by the National Park Service within the Timucuan Ecological and Historic Preserve, adjacent to the southern boundary of the project area.

Common Name	Scientific Name	Project Benefits
American eel	<i>Anguilla rostrata</i>	Forage and habitat for early life stages and adults
Atlantic menhaden	<i>Brevoortia tyrannus</i>	Forage and habitat for early life stages and adults
Atlantic needlefish	<i>Strongylura marina</i>	Forage and habitat for early life stages and adults
Atlantic stingray	<i>Dasyatis sabina</i>	Forage and habitat for early life stages and adults
Bay anchovy	<i>Anchoa mitchilli</i>	Forage and habitat for early life stages and adults
Black drum	<i>Pogonias cromis</i>	Forage and habitat for early life stages and adults
Blackcheek tonguefish	<i>Symphurus plagiusa</i>	Forage and habitat for early life stages and adults
Blacktip shark	<i>Charcharhinus limbatus</i>	Forage and habitat for early life stages and adults
Bluefish	<i>Pomatomus saltatrix</i>	Forage and habitat for early life stages and adults
Bluntnose ray	<i>Dasyatis sayi</i>	Forage and habitat for early life stages and adults
Bull shark	<i>Charcharhinus leucas</i>	Forage and habitat for early life stages and adults
Chain pipefish	<i>Syngnathus louisianae</i>	Forage and habitat for early life stages and adults
Crevalle jack	<i>Caranx hippos</i>	Forage and habitat for early life stages and adults
Dusky pipefish	<i>Syngnathus floridae</i>	Forage and habitat for early life stages and adults
Dwarf seahorse	<i>Hippocampus zosterae</i>	Forage and habitat for early life stages and adults
Gray snapper	<i>Lutjanus griseus</i>	Forage and habitat for early life stages and adults
Gulf flounder	<i>Paralichthys albigutta</i>	Forage and habitat for early life stages and adults
Gulf pipefish	<i>Syngnathus scovelli</i>	Forage and habitat for early life stages and adults
Gulf toadfish	<i>Opsanus beta</i>	Forage and habitat for early life stages and adults
Hardhead (sea) catfish	<i>Ariopsis felis</i>	Forage and habitat for early life stages and adults
Inshore lizardfish	<i>Synodus foetens</i>	Forage and habitat for early life stages and adults
Irish pompano	<i>Diapterus olisthostomus</i>	Forage and habitat for early life stages and adults

Common Name	Scientific Name	Project Benefits
Ladyfish	<i>Elops saurus</i>	Forage and habitat for early life stages and adults
Lane snapper	<i>Lutjanus synagris</i>	Forage and habitat for early life stages and adults
Leatherjacket	<i>Oligoplites sauras</i>	Forage and habitat for early life stages and adults
Lined seahorse	<i>Hippocampus erectus</i>	Forage and habitat for early life stages and adults
Lookdown	<i>Selene vomer</i>	Forage and habitat for early life stages and adults
Marsh killifish	<i>Fundulus confluentus</i>	Nursery habitat, forage, and habitat for early life stages and adults
Naked goby	<i>Gobiosoma bosc</i>	Nursery habitat, forage, and habitat for early life stages and adults
Permit	<i>Trachinotus falcatus</i>	Forage and habitat for early life stages and adults
Pigfish	<i>Orthopristis chrysoptera</i>	Forage and habitat for early life stages and adults
Pinfish	<i>Lagodon rhomboides</i>	Forage and habitat for early life stages and adults
Red drum	<i>Sciaenops ocellatus</i>	Forage and habitat for early life stages and adults
Scaled sardine	<i>Harengula jaguana</i>	Forage and habitat for early life stages and adults
Sheepshead	<i>Archosargus probatocephalus</i>	Forage and habitat for early life stages and adults
Silver jenny	<i>Eucinostomus gula</i>	Forage and habitat for early life stages and adults
Silver perch	<i>Bairdiella chrysoura</i>	Forage and habitat for early life stages and adults
Slender mojarra	<i>Eucinostomus jonesii</i>	Forage and habitat for early life stages and adults
Snook	<i>Centropomus undecimalis</i>	Forage and habitat for early life stages and adults
Southern flounder	<i>Paralichthys lethostigma</i>	Forage and habitat for early life stages and adults
Southern stingray	<i>Dasyatis americana</i>	Forage and habitat for early life stages and adults
Spot	<i>Leiostomus xanthurus</i>	Forage and habitat for early life stages and adults
Spotfin mojarra	<i>Eucinostomus argenteus</i>	Nursery habitat, forage, and habitat for early life stages and adults

Common Name	Scientific Name	Project Benefits
Spotted seatrout	<i>Cynoscion nebulosus</i>	Forage and habitat for early life stages and adults
Striped anchovy	<i>Anchoa hepsetus</i>	Forage and habitat for early life stages and adults
Striped burrfish	<i>Chilomycterus schoepfi</i>	Forage and habitat for early life stages and adults
Striped mullet	<i>Mugil cephalus</i>	Forage and habitat for early life stages and adults
Tarpon	<i>Megalops atlantica</i>	Forage and habitat for early life stages and adults
Tripletail	<i>Lobotes surinamensis</i>	Forage and habitat for early life stages and adults
White mullet	<i>Mugil curema</i>	Forage and habitat for early life stages and adults
Yellowfin menhaden	<i>Brevoortia smithi</i>	Forage and habitat for early life stages and adults

7. Benefits to Coastal-dependent or Migratory Birds

This project provides important foraging habitat for priority coastal bird species including six imperiled wading bird species: little blue heron, reddish egret, roseate spoonbill, snowy egret, tricolored heron, and white ibis (FWC). A nearby National Audubon Society Important Bird Area, Fort George and Talbot Islands, supports significant populations of breeding and wintering shorebirds, as well as significant breeding populations of painted buntings (Audubon). Much of Florida’s breeding population of painted buntings occurs in the North Central Region within maritime hammocks (FWC).

“This proposal links a large network of protected and managed properties at a landscape level which is highly important to achieving the goals of the South Atlantic Migratory Bird Initiative” (Craig Watson, Atlantic Coast Joint Venture, USFWS June 8, 2020). The project area protects several priority habitats identified by the South Atlantic Migratory Bird Initiative (SAMBI) including forested wetlands, maritime forest, and estuarine emergent wetlands. These priority habitats support species in need of conservation attention including swallow-tailed kite, painted bunting, common ground-dove, black rail, and wood stork.

The SAMBI Priority Species List is an integration of several major bird initiatives’ national and regional plans including Partners in Flight, United States Shorebird Conservation Plan (USSCP), North American Waterbird Conservation Plan (NAWCP) and North American Waterfowl Management Plan. **Birds in the following table include SAMBI “High” and “Highest” Priority Species and Birds of Management Concern (USFWS) likely to benefit from this project. Several species have been documented on, or nearby, the project area by NFLT staff, local Audubon chapter members, and volunteers.** Species with (*) denote Birds of Management Concern (USFWS).

Common Name (Scientific Name)	Project Benefits	Management Plans with Goals met by this Project
American oystercatcher (<i>Haematopus palliatus</i>)	Foraging	SAMBI
Bald eagle* (<i>Haliaeetus leucocephalus</i>)	Foraging, Nesting	FWC Species Action Plan for the Bald Eagle 2017 – Protect lands that provide bald eagle nesting and foraging habitats
Black-crowned night-heron (<i>Nycticorax nycticorax</i>)	Foraging	SAMBI
Black rail (<i>Laterallus jamaicensis</i>)	Breeding	SAMBI
Black skimmer (<i>Rynchops niger</i>)	Foraging	SAMBI
Brown pelican (<i>Pelecanus occidentalis</i>)	Foraging	SAMBI
Brown-headed nuthatch (<i>Sitta pusilla</i>)	Foraging	SAMBI
Chimney swift (<i>Chaetura pelagica</i>)	Foraging	SAMBI
Clapper rail* (<i>Rallus crepitans</i>)	Foraging, Nesting	NAWCP
Common ground-dove (<i>Columbina passerine</i>)	Foraging	SAMBI
Common tern (<i>Sterna hirundo</i>)	Foraging	SAMBI
Dunlin (<i>Calidris alpina</i>)	Foraging	SAMBI
Eastern kingbird (<i>Tyrannus tyrannus</i>)	Foraging	SAMBI
Eastern towhee (<i>Pipilo erythrophthalmus</i>)	Foraging	SAMBI
Eastern wood-pewee (<i>Contopus virens</i>)	Foraging	SAMBI
Glossy ibis (<i>Plegadis falcinellus</i>)	Foraging	SAMBI
Gull-billed tern (<i>Gelochelidon nilotica</i>)	Foraging	SAMBI
Least tern* (<i>Sterna antillarum</i>)	Foraging	SAMBI
Little blue heron* (<i>Egretta caerulea</i>)	Foraging, Nesting	SAMBI, Species Action Plan for Six Imperiled Wading Birds (FWC)

Common Name (Scientific Name)	Project Benefits	Management Plans with Goals met by this Project
Northern flicker (<i>Colaptes auratus</i>)	Foraging	SAMBI
Northern harrier (<i>Circus hudsonius</i>)	Foraging	SAMBI
Painted bunting (<i>Passerina ciris</i>)	Foraging, Nesting	SAMBI
Prairie warbler (<i>Setophaga discolor</i>)	Foraging	SAMBI
Reddish egret* (<i>Egretta rufescens</i>)	Foraging	NAWCP, Species Action Plan for Six Imperiled Wading Birds (FWC)
Roseate spoonbill* (<i>Ajaia ajaja</i>)	Foraging	NAWCP, Species Action Plan for Six Imperiled Wading Birds (FWC)
Royal tern (<i>Thalasseus maximus</i>)	Foraging	USSCP
Sandwich tern (<i>Thalasseus sandvicensis</i>)	Foraging	SAMBI
Short-billed dowitcher (<i>Limnodromus griseus</i>)	Foraging	SAMBI
Snowy egret* (<i>Egretta thula</i>)	Foraging, Nesting	SAMBI, Species Action Plan for Six Imperiled Wading Birds (FWC)
Swallow-tailed kite (<i>Elanoides forficatus</i>)	Foraging	SAMBI
Tricolored heron (<i>Egretta tricolor</i>)	Foraging	NAWCP, Species Action Plan for Six Imperiled Wading Birds (FWC)
White ibis (<i>Eudocimus albus</i>)	Foraging	SAMBI, Species Action Plan for Six Imperiled Wading Birds (FWC)
Willet (<i>Tringa semipalmata</i>)	Foraging	SAMBI
Wood stork* (<i>Mycteria americana</i>)	Foraging, Nesting	SAMBI, USFWS Wood Stork Recovery Plan
Yellow-billed cuckoo (<i>Coccyzus americanus</i>)	Foraging	SAMBI
Yellow-crowned night heron (<i>Nycticorax violacea</i>)	Foraging, Nesting	SAMBI

8. Prevent or Reduce Contamination

Salt marsh loss has occurred in several northeast Florida counties, including Duval County, which has experienced a 36% loss of marsh habitat due to historic dredge and fill operations (FDEP).

The Timucuan Ecological and Historic Preserve and Nassau – St. Johns River Marshes Aquatic Preserve are afforded highest protection in the state of Florida, as they are designated Outstanding Florida Waters. This designation is intended to maintain existing good water quality within certain water bodies, and per Florida Statute, “No degradation of water quality... is to be permitted in Outstanding Florida Waters.”

Salt marsh within the project area is connected to a vast, highly functioning marsh ecosystem of the Timucuan Ecological and Historic Preserve and Nassau – St. Johns River Marshes Aquatic Preserve. The salt marsh habitat within the project area filters pollutants, trapping and absorbing contaminants from upland areas and developments, reducing the load entering nearby estuaries. The upland portion of the tract also serves as a buffer to filter stormwater runoff and trap pollutant-laden sediments prior to reaching the sensitive tidal marshes. Without preservation of upland buffers and protection of coastal marshes from dredging, contaminants such as pesticides, heavy metals, and petroleum products can be transferred from the soil to aquatic vegetation, which is then absorbed by fish, birds, and other consumers. Marsh plants can also trap nutrients and sediment, preventing reduction of water quality further offshore. As sea level rise occurs, the lower elevations of the property will allow marshes to migrate inward, continuing to supply all wetland functions detailed here.

Several exotic invasive plant species have been identified on the proposed acquisition property including coral ardisia (*Ardisia crenata sims*) and mimosa tree (*Albizia julibrissin*). Under the management of NFLT, these species will be treated and controlled to prevent further spread and contamination of natural communities.

Contaminant	Benefits	Does this project help meet the goals of a specific management plan? List plan and goal.
Invasive Species	Removal and ongoing treatment of invasive species by NFLT will prevent degradation to surrounding wetlands and maritime forest communities.	<p>FWC State Wildlife Action Plan - Encourage land managers to maintain vegetative structure of salt marsh habitat by controlling exotic plants</p> <p>Pumpkin Hill Creek Preserve State Park Management Plan – Monitor and control exotic plant species</p>
Nutrients	Dissolved oxygen, nutrient loading, pesticides, and herbicides are all common problems that could occur on the parcel if developed for residential use.	62-302.700 F.A.C. Special Protection, Outstanding Florida Waters, Outstanding National Resource Waters
Sediment	Preventing tree removal and land clearing practices associated with development will preclude improper levels of sediments from being introduced into coastal wetlands and waters.	62-302.700 F.A.C. Special Protection, Outstanding Florida Waters, Outstanding National Resource Waters

Contaminant	Benefits	Does this project help meet the goals of a specific management plan? List plan and goal.
Stormwater	Stormwater runoff from roads and other impervious surfaces can carry contaminant and bacteria-laden water into the surrounding saltmarsh and onsite wetlands. Protecting wetland and upland habitats on this tract allows for filtration and removal of contaminants entering the system from non-point sources.	FWC State Wildlife Action Plan - Addresses pollution threat via Action M9.1: "Increase water retention within the drainage system through wetland protection"

9. Catalyst for Future Conservation

The proposed acquisition is a priority project for the State of Florida, located within both the Florida Forever Plan and Pumpkin Hill Creek Preserve State Park Management Plan’s Optimum Boundary. To date, 11,257 acres have been conserved within the 23,235-acre Pumpkin Hill Creek Florida Forever project area. The proposed acquisition continues progress to preserve upland buffers adjacent to aquatic preserves and conservation areas. **This project will continue to support the larger initiative to acquire the additional remaining parcels within the Pumpkin Hill optimum boundary and Florida Forever project and serve as a catalyst to obtain further state and private funding.**

Funding for this project will provide momentum for NFLT to continue preservation efforts, allowing the non-profit organization to focus limited financial resources on other acquisitions in the region. As urban sprawl and population growth has pushed residential development east, few undeveloped parcels remain available for preservation within the 7 Creeks Recreation Area footprint. To the east of the project area is Black Hammock Island, a priority acquisition area identified by NFLT. **Several tracts remain undeveloped on the island; NFLT identified over 1,400 acres for acquisition in their strategic conservation plan and have successfully acquired 850 acres so far. The remaining 550 acres continue to be a priority for NFLT.**

This parcel will provide future connection between Bogey Creek Preserve, Pumpkin Hill Creek Preserve State Park, and other conservation lands in the region. Acquisition of the project provides a connection point between trails south of Cedar Point Road, creating a large loop trail system through lands managed by the National Park Service, Florida Park Service, City of Jacksonville, and NFLT. The map below highlights existing and proposed future trail connections in relation to the project area.

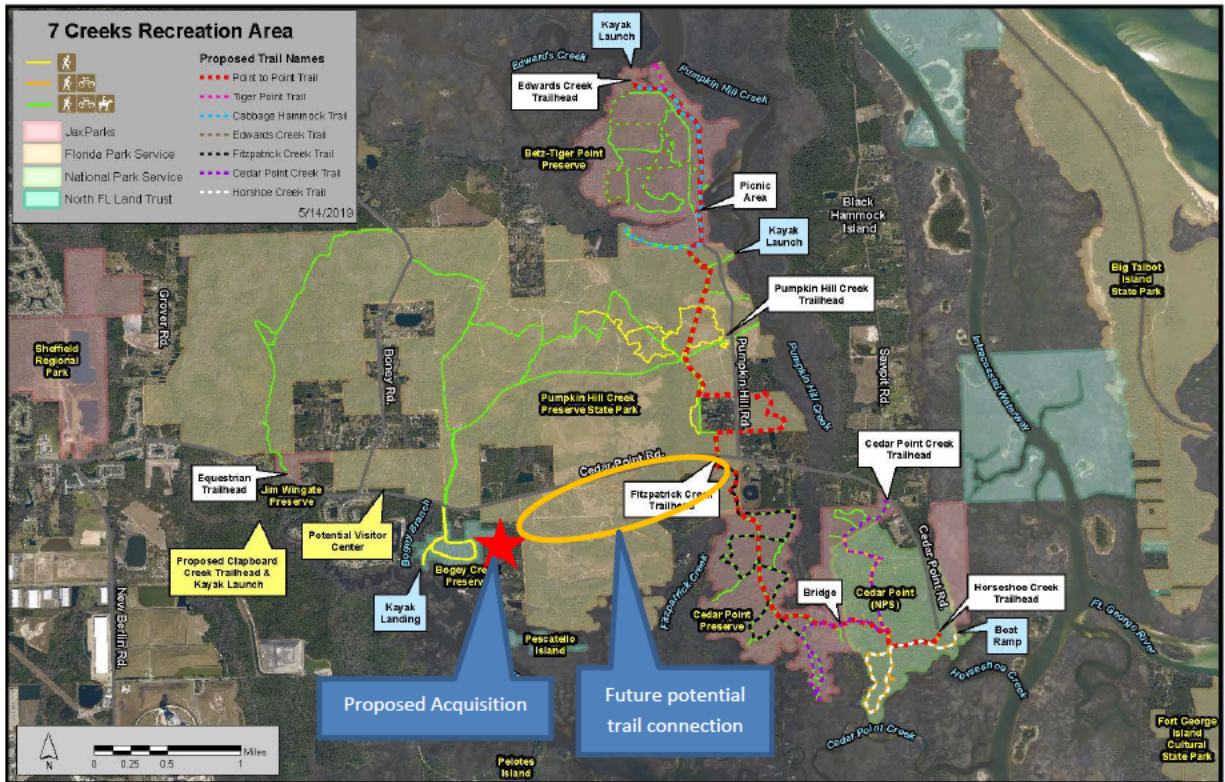


Figure 4. Project area within 7 Creeks Recreation Area, potential trail connection

10. Partners in Conservation

This project is supported by four partners. Please see Appendix II for Letters of Support.

Organizations Providing Match	Monetary Value of Support
City of Jacksonville	\$51,187.50
FWC	\$43,560.00
Lane Family Endowment	\$10,000.00
North Florida Land Trust	\$49,812.50

11. Federal Share Reduced

The 25% required match amount for this project is \$76,140; however, due to the partners in conservation outlined above, the non-federal match is \$154,560, or 51% of the total project costs (i.e., \$304,560).

NFLT and partners/donors will provide \$154,560 match (in-kind, cash, and land match), with \$29,750 cash match coming from NFLT.

Total project cost	\$304,560
NCWCG Request	\$150,000
Required 25% Match	\$ 76,140
Additional Contributions	\$ 78,420

12. Education/Outreach Program or Wildlife-Oriented Recreation

Outdoor recreation opportunities will be created on this property. As stated previously, this property will provide future connection between Bogey Creek Preserve, Pumpkin Hill Creek Preserve State Park, and other conservation lands in the region through the creation of a new trail system. The acquisition will be an addition to NFLT's Bogey Creek Preserve, open to the public for passive recreation. Bogey Creek Preserve is open year-round and provides opportunities for hiking, biking, picnicking, fishing, kayaking, canoeing, geocaching, and wildlife observation. NFLT schedules regular educational and interpretive programs for the general public at Bogey Creek Preserve.

Guided interpretive hikes, bird and plant surveys, citizen science programs, and use of the property by educational and research organizations including the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) extension programs and local university classes are planned once the property is acquired.

Site-Specific Programs or Products	Audience/Participants	Estimated Size of Audience
<p>Educational Opportunities: NFLT has partnered with the UF/IFAS Extension Florida Master Naturalist Program to use the property as a field trip site for educational activities and as a training site for Master Naturalists to learn interpretive skills for leading guided hikes. Regular monthly hikes are led by Master Naturalists and are open to the public.</p> <p>NFLT partners with other organizations including Florida Native Plant Society and Florida Audubon to regularly provide interpretive and educational programs for the general public on specific wildlife and plant topics.</p> <p>New programs and guided hikes will be created for the newly acquired property.</p>	<p>Florida Master Naturalist Program, General Public</p>	<p>250 participants per calendar year</p>
<p>Interpretive Hiking Trails: An existing network of trails on Bogey Creek Preserve will be extended to the new acquisition. This extension could allow future connection into a greater network of trails through Pumpkin Hill Creek Preserve State Park and other preserves owned by the National Park Service and City of Jacksonville.</p>	<p>General Public, Florida Master Naturalists, partner conservation NGOs, volunteers, university students</p>	<p>1,200 visitors per calendar year</p>
<p>NFLT Internship Program: NFLT funds seasonal internships at Bogey Creek Preserve for college students and recent graduates. Interns assist with enhancement of interpretive features of the park, coordinate outreach events, and are responsible for</p>	<p>College students, recent college graduates, individuals interested in the natural resources profession</p>	<p>2-3 interns per calendar year</p>

Site-Specific Programs or Products	Audience/Participants	Estimated Size of Audience
park and trail maintenance. The program will be expanded to include the acquisition parcel.		

13. Other Factors

Other Factors	How the project addresses them
<p>Climate Change (NOAA Tides and Currents; NOAA Office for Coastal Management; Florida Oceans and Coastal Council 2010)</p>	<p>The greater Jacksonville/Duval County is a particularly vulnerable area to sea level rise, especially low-lying areas along the coast and St. Johns River watershed (FOCC 2009). The project area is only a few miles northwest of the Mayport, Florida tide gauge station which has recorded a rise in relative sea level of 2.72 millimeters/year, which equals a rise of 0.89 feet in 100 years (NOAA, https://tidesandcurrents.noaa.gov/sltrends/sltrends/station.shtml?id=8720218). These trends are projected to continue, and as water levels rise, saltwater will intrude into estuaries and coastal marshes, altering vegetation composition as well as foraging habitat available to listed species, particularly wading birds. In some instances, coastal marshes will become inundated and begin to migrate landward.</p> <p>Modeling projections by NOAA indicate saltwater marsh, brackish/transitional marsh, and freshwater emergent wetlands will migrate northward onto the project area with increased sea level rise (Sea Level Rise and Coastal Flooding Impacts Viewer, NOAA Office for Coastal Management). Protecting these areas provides locations for marshes to migrate and prevents immediate loss of important estuarine and palustrine wetlands.</p>
<p>Critical Lands and Waters Identification Project (Florida Natural Areas Inventory and UF Center for Landscape Conservation Planning, 2016)</p>	<p>CLIP provides scientific support to Florida’s resource managers. The project is a combined effort by Florida Natural Areas Inventory, the University of Florida Center for Landscape Conservation Planning, the FWC, and others, to “assess and incorporate available GIS data for identifying statewide areas of interest for protecting biodiversity, water resources, ecosystem services, and other natural resource values.”</p> <ul style="list-style-type: none"> • The entire project area is identified as Priority 1 and 2 for the terrestrial and waters category. • Over 50% of the project area ranks as Priority 2 (out of 5) for the Biodiversity category (Strategic Habitat Conservation Areas, biodiversity hotspots, rare species, priority natural communities). • 100% of the project area ranks as Priority 2 (out of 5) for the Landscape category (areas important for protecting species sensitive to habitat fragmentation, functional ecosystems, important ecosystem services).
<p>Local Economy Fisheries (South Atlantic Fisheries Management Council 2009)</p>	<p>The surrounding estuaries support a large number of finfish, crustaceans, and shellfish species, many of commercial or recreational importance. Many of these species rely on estuarine emergent wetlands for at least a portion of their life cycles. Over 95% of finfish and shellfish species harvested commercially in the United States are wetland-dependent and the vast majority of those species are dependent on estuarine wetlands (SAFMC 2009). Areas in and</p>

Other Factors	How the project addresses them
	<p>around the project area along Clapboard Creek are popular locations for recreational anglers including those fishing by kayak and by boat. The region supports many popular annual fishing tournaments.</p> <p>Northeast Florida is known for its recreational fishing opportunities, as well as its commercial fishing operations. Only a few miles to the southeast lies Mayport Village, a town shaped by, and famously known for, commercial fishing and shrimping operations for over 150 years. Marshes surrounding Mayport support nursery habitat, foraging habitat, and refuge for the adult commercial species that bolster its economy.</p>
<p>Globally significant plant species (Florida Natural Areas Inventory Biodiversity Matrix)</p>	<p>The project area lies within the known or predicted range of several globally significant plant species. These potential species are identified based on “expert knowledge and environmental variables such as climate, soils, topography, and landcover” (FNAI). Several plant species carry Global Conservation Status Ranks of G2 or G3. G2 indicates imperiled species at high risk of extinction or elimination due to restricted range, few populations, steep declines, severe threats or other factors. G3 indicates vulnerable species at moderate risk of extinction or elimination due to fairly restricted range, relatively few populations, recent declines, threats, or other factors.</p> <p>These species include variable-leaved Indian-plantain (<i>Arnoglossum diversifolium</i>), Florida toothache grass (<i>Ctenium floridanum</i>), Florida spiny-pod (<i>Matelea floridana</i>), Celestial lily (<i>Nemastylis floridana</i>) and St. John’s Blackeyed susan (<i>Rudbeckia nitida</i>).</p>
<p>Cost</p>	<p>This proposal requests \$150,000 for acquisition of 12.62 acres, or \$11,886 per acre. This project is particularly cost-effective, providing significant resource benefits for the cost.</p>

13.b. Additional considerations/ tiebreakers:

1. Is the habitat imminently threatened?

Yes No

2. Unique significant diversity

Yes No

3. Costs per acre

Acquisition price of the property is \$150,000 for 12.62 acres, or \$11,886/acre.

4.a. New sources of funds, lands applied

Yes No

4.b. Percentage of funds, lands new

New funds applied to the project (cash match from NFLT and private donor) = \$29,750

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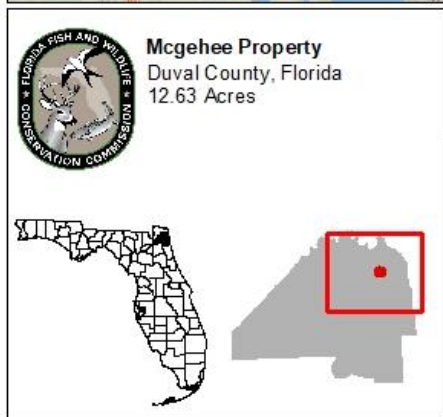
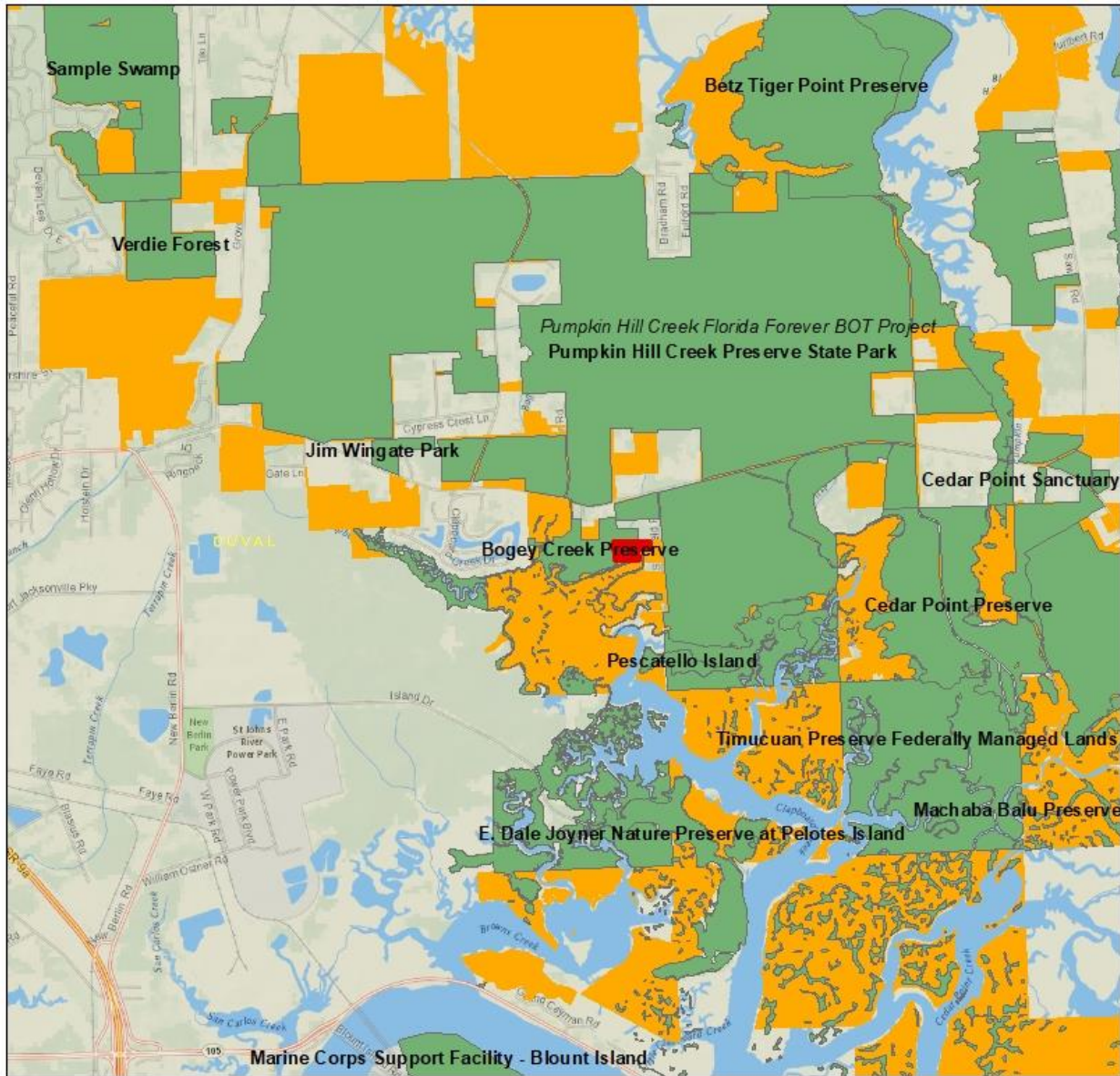
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Appendix I: Maps



McGehee Property
 Duval County, Florida
 12.63 Acres



Created in ArcGIS 10.6.1 by the Florida Fish and Wildlife Conservation Commission April 2020

General Location

- McGehee Property
- Conservation Land
- Florida Forever Project
- County

BOGEY CREEK PRESERVE PROJECT



Appendix II: Letters of Support



May 20, 2020


Chris Darnell
Coastal Program
U.S. Fish and Wildlife Service
5275 Leesburg Pike, MS NWRs
Falls Church, VA 2204

Dear Mr. Darnell,

I am writing today as the proposed sub-recipient of the National Coastal Wetlands Grant Application for the purchase of the Bogey Creek Phase 3 Acquisition ("Bogey Creek Phase 3"). The North Florida Land Trust is an accredited land trust through the Land Trust Alliance Accreditation Commission, and we are committed to the long-term ownership and management of Bogey Creek Phase 3 as part of our Bogey Creek Preserve, which consists of 75 acres. The Preserve is open to the public for passive recreation, and NFLT offers a full calendar of educational programming. In addition, NFLT owns and manages over 10,500 acres of conservation land, and 4,000 acres of conservation easements within our 16-county service area. Bogey Creek Phase 3 is important to NFLT because it adds connectivity between Bogey Creek Preserve and other conservation lands in the area enabling future trail expansion through thousands of additional acres. Additionally, the protection of the maritime forest, and coastal wetland ecosystems on Bogey Creek Phase 3 will complement the habitats on Bogey Creek Preserve.

NFLT and the City of Jacksonville jointly own a property known as Bogey Creek Landing which was Phase 1 of the overall Bogey Creek Project, and is contiguous with Bogey Creek Phase 2. Bogey Creek Phase 3 will complete the Bogey Creek project. To support this goal, NFLT agrees to pledge its 37% interest in Bogey Creek Landing as match for the acquisition of Bogey Creek Phase 3. We estimate the value of this pledge to be \$30,062.50. In addition, NFLT agrees to commit \$29,750 for transaction costs. We are excited for the completion of the Bogey Creek project, and we greatly appreciate your consideration of our grant proposal.

Sincerely,



Jim McCarthy
President

843 W. Monroe St. | Jacksonville, FL 32202 | (904) 479-1967 | info@nflt.org | www.nflt.org

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ONE CITY. ONE
JACKSONVILLE.

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7907
www.coj.net

May 20, 2020

Chris Darnell
Coastal Program
U.S. Fish and Wildlife Service
5275 Leesburg Pike, MS NWRS
Falls Church, VA 2204

To whom it may concern:

I am writing today in support of the National Coastal Wetlands Grant Application for the purchase of the Bogey Creek Phase 3 Acquisition ("Bogey Creek Phase 3"). The City of Jacksonville (the "City") is home to over 50,000 acres of nature preserves, which are a vital part of the culture of the City. Bogey Creek Phase 3 is important to the City because it adds connectivity among other conservation lands allowing for future expansion of the 7 Creeks Partnership trail system, and will protect maritime forest, and coastal wetlands, which are important to the quality of life of our citizens.

The City is currently part owner of a property known as Bogey Creek Landing which was Phase I of the overall Bogey Creek Project, and is contiguous with Bogey Creek Phase 2. Bogey Creek Phase 3 will complete the Bogey Creek project, and to support this goal, the City agrees to pledge its 63% interest in Bogey Creek Landing as match for the acquisition of Bogey Creek Phase 3. We estimate the value of this pledge to be \$51,187.50. We are excited to support the North Florida Land Trust and the Florida Fish and Wildlife Conservation Commission, two longstanding and valued partners, in this effort to complete the Bogey Creek Project.

Sincerely,

Daryl T. Joseph
Director



**THE COMMUNITY
FOUNDATION**
FOR NORTHEAST FLORIDA

Giving Back. Giving Forward.

May 21, 2020

TRUSTEES

Martha Frye Baker
Chairman

Dr. Solomon G. Brotman

The Honorable
Brian Davis

Michael DuBow

George M. Egan

Barbara Harrell

Robert E. Hill, Jr.

Michael R. Meyers

Deborah Pass Durham

Buddy Schulz

Ryan A. Schwartz

Richard L. Sisisky

Julia W. Taylor

Dori Walton

Nina Waters

President

Mr. Genevieve Fletcher
Development Officer
North Florida Land Trust, Inc.
843 W. Monroe Street
Jacksonville, FL 32202

Dear Mr. Fletcher:

Upon the recommendation of Mrs. Helen M. Lane, and on the approval of the Board of Trustees of The Community Foundation for Northeast Florida, I am pleased to enclose a grant of \$10,000.00 from the Lane Family Endowment to North Florida Land Trust to support the purchase of a 12-acre tract adjacent to Bogey Creek Preserve. This grant may not be used to satisfy a legally binding pledge, nor can any goods or services be given in exchange for the grant. If either is the case, please contact me before depositing this check.

Please direct any letters of appreciation for this gift to Mrs. Helen M. Lane, and in any recognition of the contribution, please credit the Lane Family Endowment. If it is your custom to provide a receipt, it should be sent to the Foundation.

The Community Foundation for Northeast Florida, Inc. is committed to its mission of stimulating philanthropy to build a better community. Our efforts to serve donors and provide civic and philanthropic leadership are centered on the visions and desires of our donors to make our community a better place to live.

Thank you for the good work you do to build a better community; together we will make a difference. Please let me know if I may be of assistance to you in the future.

Sincerely,

Joanne E. Cohen, J.D.
Vice President Philanthropic Services

c: Mrs. Helen M. Lane
3775 Ortega Boulevard
Jacksonville, FL 32210

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THE STATE. (C12394)

**FIRST AMENDMENT TO
OPTION AGREEMENT FOR SALE AND PURCHASE**

THIS FIRST AMENDMENT TO OPTION AGREEMENT FOR SALE AND PURCHASE is made this 16th day of September, 2020, between James and Shirley McGehee, whose address is 12020 Sheffield Road, Jacksonville, FL 32226, as "Seller" and **NORTH FLORIDA LAND TRUST**, a nonprofit Florida corporation, whose address is 843 W. Monroe Street, Jacksonville, FL 32202 and its successors and assigns as "Purchaser".

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Option Agreement for Sale and Purchase dated June 21, 2019, (the "Agreement"), in connection with certain property situated in Duval County, Florida; and

WHEREAS, the parties desire to extend the Expiration Date and increase the Option Payment.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Paragraph 2 is hereby ~~deleted in its entirety and replaced with the following:~~

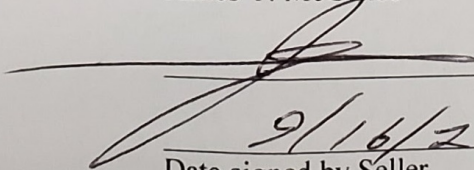
"2. OPTION TERMS. The consideration for the option granted by this Agreement is \$40,000.00 ("Option Payment"). The Option Payment is non-refundable unless Seller defaults under this Agreement. The Option Payment will be forwarded to Seller within fifteen (15) days after the execution of this Agreement by Purchaser. The option herein may be exercised during the period beginning with the Effective Date (as defined herein) of this Agreement and ending January 30, 2021 (the "Option Expiration Date"). The "Effective Date" of this Agreement shall be the last date Seller or Purchaser causes this Agreement to be executed on their behalf."

2. Binding Effect. All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of this Amendment date.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below their respective signatures.

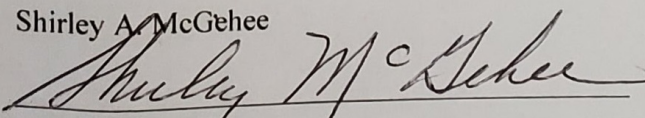
SELLER

James T. McGehee



9/16/2020
Date signed by Seller

Shirley A. McGehee



9/16/2020
Date signed by Seller

PURCHASER

North Florida Land Trust, Inc.



Jim McCarthy, President

16 September 2020

Date signed by Purchaser

Project: James and Shirley McGehee
Parcel 159926-0000

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 21st day of June, 2019, between James T. and Shirley A. McGehee, husband and wife, whose address is 12020 Sheffield Road, Jacksonville, FL 32226, as "Seller" and The North Florida Land Trust a not for profit corporation organized and existing under the laws of the Florida, whose address is 843 W. Monroe Street, Jacksonville, FL 32204, and its successors and assigns as "Purchaser".

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase the real property located in Duval County, Florida, depicted on Exhibit "A" together with all improvements, easements, hereditaments and appurtenances and riparian and littoral rights, if any, in accordance with the provisions of this Agreement. Exercise of the option is subject to approval by Purchaser's Board of Directors, and is effective only if Purchaser gives written notice of exercise to Seller.

2. OPTION TERMS. The option payment is \$100.00 ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. The option may be exercised during the period beginning with Purchaser's approval of this Agreement and ending **October 30, 2020** ("Option Expiration Date"), unless extended by other provisions of this Agreement. Purchaser may notify Seller in writing in conformance with the provisions of Paragraph 29 of its intention to exercise this option on or before the Option Expiration Date.

3. PURCHASE PRICE. The purchase price for the Property ("Purchase Price") shall be **One Hundred Fifty Thousand and 00/Dollars (\$150,000.00)** which, after reduction by the amount of the Option Payment, will be paid directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser may, at Purchaser's sole cost and expense and prior to the Option Expiration Date, obtain a Phase I environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law.

Nothing in this paragraph 4.B. shall be construed to limit Seller's liability to any person or to any regulatory agencies, including the Florida Department of Environmental Protection, under any Environmental Law for Hazardous Materials located on the Property. Specifically, no limitation on Seller's contractual obligations shall be deemed to be a waiver of Purchaser's statutory or common law causes of action.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by a professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (A.I.T.A Form "B" with Florida revisions) from a title insurance company approved by Purchase, insuring marketable title to the Property in the amount of the purchase price.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished to Purchaser pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 30 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the purchase price by an amount mutually agreed upon by the parties, (b) accept the title as it then is with no reduction in the purchase price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property.

9. PREPARATION OF CLOSING DOCUMENTS. Purchaser or Purchaser's closing agent shall prepare the deed described in paragraph 8. of this Agreement, any owner's affidavits or documents required by the title insurance company to remove the standard title policy exceptions, an environmental affidavit on forms provided by Purchaser, and any other documents necessary to close in accordance with the terms of this option. Any documents necessary to cure title defects will be prepared at the expense of the Seller.

10. EXPENSES. Seller shall pay the documentary revenue stamp tax, costs associated with the conveyance, including American Government Services' closing fee, cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments that Purchaser deems necessary to assure good and marketable title to the Property.

11. TAXES AND ASSESSMENTS. Any delinquent real estate taxes and all real estate taxes and all levied assessments which are due and payable in the year of closing are the Seller's responsibility and should be satisfied of record by the Seller at or before closing, if possible.

13. CLOSING PLACE AND DATE. The closing shall be on or before 10 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 5 days after receipt of documentation curing the defects, whichever is later. Purchaser shall set the date, time and place of closing with the consent of Seller.

14. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If either party defaults under this Agreement, the non-defaulting party may waive the default and proceed to closing, or may seek any other remedy available at law or in equity against the defaulting party.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed. Seller is responsible for payment of any brokerage fees incurred in connection with the sale of the property.

19. INTENTIONALLY DELETED

20. ASSIGNMENT. This Agreement may not be assigned by either party without prior written consent from all parties.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the map contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon either of the parties hereto until it has been executed by each of the parties hereto.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, sent by electronic mail or postal mail to the appropriate address indicated below, or such other address as is designated in writing by a party to this Agreement. Notice delivered personally shall be deemed effective when so delivered. Notice delivered by mail shall be deemed effective when deposited in the mail.

TO SELLER: James and Shirley McGehee
12020 Sheffield Road
Jacksonville, FL 32226
Email: shirleymcg@comcast.net
Phone: (904) 379-6587

TO PURCHASER: Rebecca Perry
843 W. Monroe Street
Jacksonville, FL 32202
Email: rperry@nflt.org
Phone: 352-478-8556

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

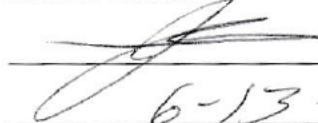
IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE JUNE 14, 2019, PURCHASER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. **IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

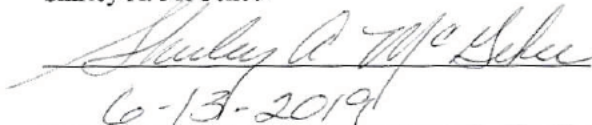
SELLER

James T. McGehee



6-13-2019
Date signed by Seller

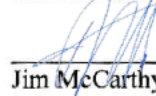
Shirley A. McGehee



6-13-2019
Date signed by Seller

PURCHASER

North Florida Land Trust, Inc.

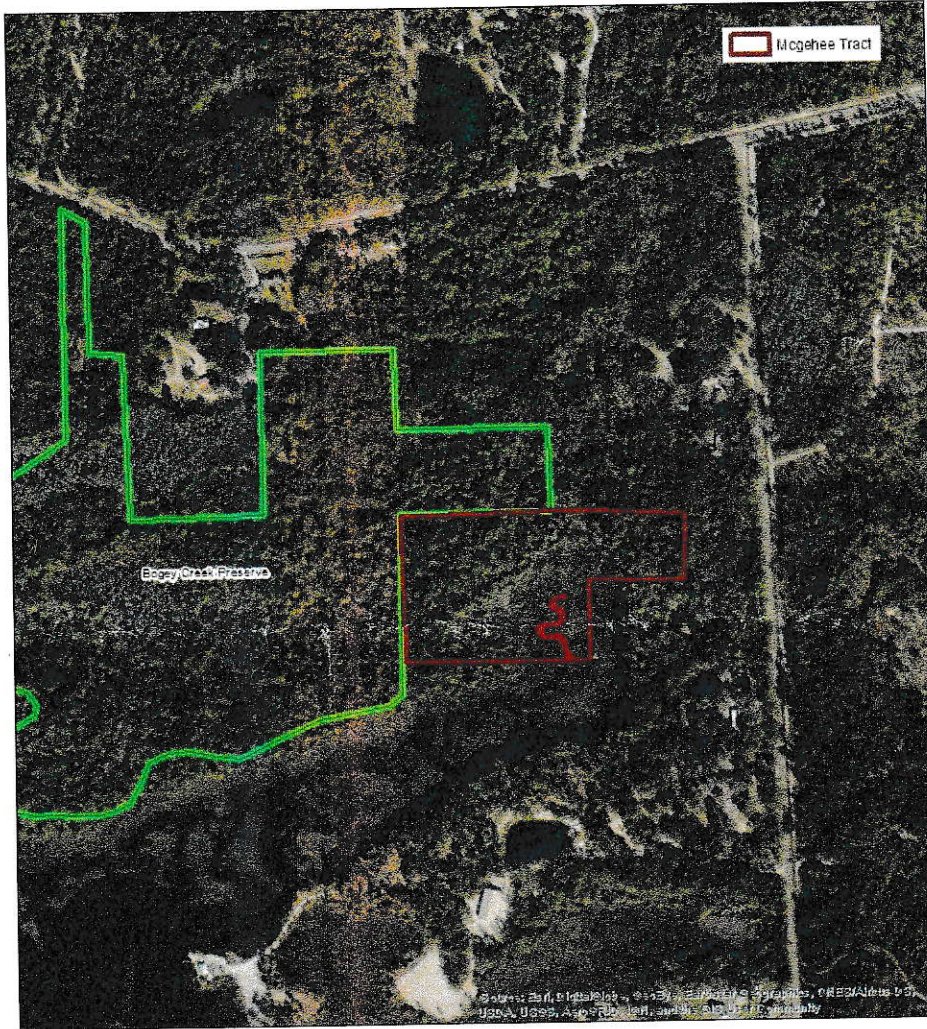


Jim McCarthy, President

21 June 2019
Date signed by Purchaser

Exhibit "A"

James and Shirley McGehee
Parcel 159926-0000 (Portion)



0.25 Miles



Aerial by GeoEye Inc.
March 1, 2008
Topographic Map 2008
NAD 83 UTM Zone 18N
Datum: NAD 83

The Auditor General has completed the most recent audit of the financial statements of Florida's state agencies, which includes the Florida Fish and Wildlife Conservation Commission. The audit is conducted in accordance with OMB Circular A-133. The same report serves as our most recent GAAP (Generally Accepted Accounting Principles) audited financial statement.

The link is below:

<https://flauditor.gov/pages/Reports.aspx>

**Real Property Status Report
ATTACHMENT B
(Request to Acquire, Improve or Furnish) SF-429-B**

OMB Number: 4040-0016
Expiration Date: 02/28/2022

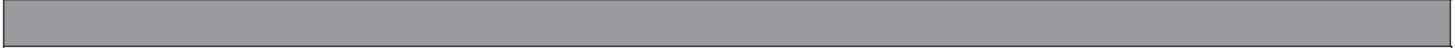
Federal Grant or Other Identifying Number Assigned by Federal Agency (#2 on cover page)

Complete the applicable blocks below for each parcel of real property for which you are requesting to acquire, improve, or furnish (duplicate this page to provide information for each parcel of real property under the Federal financial assistance award identified in section 2):

13a. Description of Real Property:

13b. Address of Real Property (legal description and complete address including zoning information):

Street1:
 Street2:
 City: County:
 State: Province:
 Country: ZIP / Postal Code:
 Zoning Information:
 GPS Location Longitude: GPS Location Latitude:



14a. Describe the intended use of the real property and how it will benefit the program:

14b. Proposed Real Property Ownership Type(s):

A. Owned B. Co-Owned C. Fee Simple D. Corporate
 E. Joint Tenancy F. Partnership G. Limited Liability Partnership H. Co-Operative
 I. Government Furnished Property J. Other (Describe):

14c. Proposed Acquisition Date (MM/DD/YYYY):

<p>14d. Land Acreage or Square Units:</p> <p>Enter Amount: <input type="text" value="11.62"/></p> <p>Select units: <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Kilometers <input type="checkbox"/> Square Meters</p>	<p>14e. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.):</p> <p>Enter Amounts:</p> <p>Gross <input type="text"/> Usable <input type="text"/></p> <p>Select units: <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Meters</p>
--	--

14f. Appraised Value (Valuation):	\$	Share Percentage %:
Federal Share:	\$ <input type="text" value="150,000.00"/>	[<input type="text" value="49.00"/> %]
Non-Federal Share:	\$ <input type="text" value="154,560.00"/>	[<input type="text" value="51.00"/> %]
Total (sum of Federal and Non-Federal Share):	\$ <input type="text" value="304,560.00"/>	[<input type="text" value="100.00"/> %]

14g. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? Yes No

14h. Are there any environmental compliance requirements related to the real property? Yes No

If yes, describe them:

14i. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Yes No

If yes, describe them:

14j. Does the proposed action employ green/sustainable practices (check all that apply)?

- A. Integrated Design Principles? B. Enhances Indoor Environmental Quality?
 C. Protects and Conserves Water (anticipated water reduction)? D. Reduces Environmental Impact of Materials?
 E. Optimizes Energy Performance (anticipated energy reduction)?

14k. What was the cumulative energy consumption for the facility in the past 12 months?:

A. Electric (kWh) or (Btu) B. Petroleum (Gal)
C. Natural Gas (cu ft) D. Other (Specify)

14l. What is the anticipated cumulative energy use for the 12 months following completion of the proposed acquisition/construction/renovation project?

A. Electric (kWh) or (Btu) B. Petroleum (Gal)
C. Natural Gas (cu ft) D. Other (Specify)

15. Remarks:

Add Attachment

Delete Attachment

View Attachment

EXHIBIT A-1

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

State Agency: Florida Fish and Wildlife Conservation Commission
Federal Agency: U.S. Fish and Wildlife Service
Federal Program: Coastal Wetlands Planning, Protection and Restoration
CFDA: 15.614
Sub-recipient: North Florida Land Trust
Amount: \$150,000.00

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

Federal Program: Land Acquisition applicable compliance requirements as follows:

1. Funds provided to the North Florida Land Trust must be used solely for the purposes listed in U.S. Fish and Wildlife Service Grant F21AP00697.
2. All pre- and post-award conditions, attached and referenced in Grant F21AP00697, must be adhered to without exception.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

State Agency:
Federal Agency:
Federal Program: **NONE**
CFDA No.:
Recipient
Amount:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Agency:
State Program: **NONE**
CSFA No.:
Recipient
Amount:

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

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

EXHIBIT A-2

From: [Duffy, James J](#)
To: [Ferry, Laramie](#); [Rebecca Perry](#)
Subject: Valuation acceptance - NCWCGP 2021 application Bogey Creek Preserve Phase 3
Date: Thursday, January 28, 2021 2:46:36 PM

[EXTERNAL SENDER] Use Caution opening links or attachments

Laramie and Rebecca, good afternoon!

I received the appraisal and review for the Bogey Creek Preserve Phase 3 (Bogey Creek) fee acquisition located at 12020 Sheffield Road, Jacksonville, Duval County, Florida 32226. 11.62 acres with perpetual access easement are being purchased in fee by the North Florida Land Trust (NFLT, subgrantee), to be partially supported by Federal funds recommended through competitive process to be awarded to the Florida Fish and Wildlife Conservation Commission (FFWCC, grantee) through the National Coastal Wetlands Conservation Grant Program (NCW, CFDA 15.614). The Bogey Creek acquisition will be managed in perpetuity in accordance with the FFWCC / NFLT grant application and NCW program guidelines.

The UASFLA compliant appraisal, dated January 25, 2021 with a valuation date of January 14, 2021, was prepared by Michael C. Roy, MAI, SRA, Lampe, Roy, and Associates, Inc., Jacksonville, Florida. The Bogey Creek appraisal was accompanied by UASFLA-compliant technical desk review, dated January 26, 2021 with a valuation date of January 14, 2021. The review was prepared by John Mullen, Colliers International Valuation & Advisory Services, Jacksonville, Florida.

The subject property consists of 11.62 acres of important wetland and upland habitats plus a perpetual access easement along the southern edge of the seller's remainder. The appraiser concluded and the reviewer agreed the highest and best use of the property is single-family residential development. NFLT ownership with FFWCC perpetual responsibility under the grant program will extinguish residential development rights and establish focus on the conservation and recreational values of this largely intact and ecologically diverse site.

The appraiser's final conclusion of value for the 11.62-acre fee acquisition with perpetual access easement is \$206,900.00. The reviewer found that the appraisal report adequately documented valuation processes and that the market value was appropriately supported and recommended acceptance of the appraisal report. The US Fish and Wildlife Service accepts the conclusion of value of \$206,900.00 for the Bogey Creek fee acquisition. If you have any questions please feel free to contact me via email or phone.

/s/ Jim

<">>>{ *Jim Duffy* }<((((">
SFR and Coastal Wetlands Grants
U.S. Fish and Wildlife Service
Wildlife and Sport Fish Restoration
1875 Century Blvd. NE, Atlanta, GA 30345
james_duffy@fws.gov
Desk: (404) 679-4169

Cell: (678) 920-9663

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
	Total Federal Awards	

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

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements

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
	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 C**COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Coastal Wetlands Planning, Protection and Restoration Act—National coastal wetlands conservation grants (16 U.S.C. §3954)

1. DATE ISSUED MM/DD/YYYY 02/26/2021		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15 614 - Coastal Wetlands Planning, Protection and Restoration			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. F21AP00697-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN F21AP00697		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 02/03/2021		Through MM/DD/YYYY 06/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 02/03/2021		Through MM/DD/YYYY 06/30/2023	
8. TITLE OF PROJECT (OR PROGRAM) FL - Bogey Creek Preserve Phase 3 Acquisition			

9a. GRANTEE NAME AND ADDRESS FISH & WILDLIFE CONSERVATION COMMISSION, FLORIDA 620 S Meridian St Tallahassee, FL 32399-6543	9b. GRANTEE PROJECT DIRECTOR Mrs. Larame Ferry 620 S. Meridian Street Habitat and Species Consev. Tallahassee, FL 32399-1600 Phone: 850-487-9185
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Eric Sutton 620 South Meridian Street Tallahassee, FL 32399-6543 Phone: 850-487-3796	10b. FEDERAL PROJECT OFFICER Mr. James Duffy 1875 CENTURY BOULEVARD DOI Fish and Wildlife Service ATLANTA, GA 30345 Phone: 404-679-4169

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION																	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 150,000.00																	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00																	
		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00																	
a. Salaries and Wages\$ 0.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 150,000.00																	
b. Fringe Benefits\$ 0.00		13. Total Federal Funds Awarded to Date for Project Period \$ 150,000.00																	
c. Total Personnel Costs\$ 0.00		14. RECOMMENDED FUTURE SUPPORT																	
d. Equipment\$ 0.00		<i>(Subject to the availability of funds and satisfactory progress of the project):</i>																	
e. Supplies\$ 0.00		<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL D RECT COSTS</th> <th>YEAR</th> <th>TOTAL D RECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td>d. 5</td> <td>\$</td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td>e. 6</td> <td>\$</td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td>f. 7</td> <td>\$</td> </tr> </tbody> </table>		YEAR	TOTAL D RECT COSTS	YEAR	TOTAL D RECT COSTS	a. 2	\$	d. 5	\$	b. 3	\$	e. 6	\$	c. 4	\$	f. 7	\$
YEAR	TOTAL D RECT COSTS	YEAR	TOTAL D RECT COSTS																
a. 2	\$	d. 5	\$																
b. 3	\$	e. 6	\$																
c. 4	\$	f. 7	\$																
f. Travel\$ 0.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																	
g. Construction\$ 0.00		a. DEDUCTION																	
h. Other\$ 304,560.00		b. ADDITIONAL COSTS																	
i. Contractual\$ 0.00		c. MATCHING																	
j. TOTAL D RECT COSTS → \$ 304,560.00		d. OTHER RESEARCH (Add / Deduct Option)																	
k. INDIRECT COSTS \$ 0.00		e. OTHER (See REMARKS)																	
l. TOTAL APPROVED BUDGET \$ 304,560.00		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:																	
m. Federal Share \$ 150,000.00		a. The grant program legislation																	
n. Non-Federal Share \$ 154,560.00		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 this grant.																	

REMARKS (Other Terms and Conditions Attached - Yes No)
NO Program Income anticipated.

GRANTS MANAGEMENT OFFICIAL

Marilyn Lawal, Program Manager
1875 Century Blvd NE
Atlanta, GA 30345-3325
Phone: 404 679-7277

17. VENDOR CODE 0070105970		18. DUNS 838103893			19. CONG. DIST. 02	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051006141-00010	\$150,000.00	02/03/2021	06/30/2023	8151	CW -9671

On File

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GRANT NO. F21AP00697-00	

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. Funding will be used to purchase and permanently protect 12.62 acres of unique habitat known as Bogey Creek Preserve Phase 3. This funding will be matched with 6.5 acres of land owned by the North Florida Land Trust (NFLT) and City of Jacksonville.

Terms and Conditions

1. [U.S. Fish and Wildlife General Award Terms and Conditions](https://www.fws.gov/grants/atc.html) (see link <https://www.fws.gov/grants/atc.html>)

2. Mandatory Disclosures

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 conflict of interest 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 conflict of interest 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. Failure to make required disclosures may result in any of the remedies for noncompliance described in [2 CFR §200.338](#), including suspension or debarment (see also [2 CFR Part 180](#)).

Lobbying: The recipient must not use 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, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the [SF-LLL, "Disclosure of Lobbying Activities"](#) form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the recipient has made or has agreed to make any payment using non-appropriated funds for lobbying in connection with the application or award. See [43 CFR, Subpart 18.100](#) for more information on when additional submission of this form is required.

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 that receive a Federal award including the term and condition outlined in [2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters](#) are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in [2 CFR §200.338](#), including suspension or debarment.

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AWARD CONDITIONS

1. Pre-Award Costs

The Service authorizes the recipient to request reimbursement for pre-award expenses incurred for acquisition of the target property back to an effective date of January 1, 2021. Pre-award costs are those incurred prior to the effective date of this award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award.

2. Real Property

Land Acquisition Requirements:

- The following language must be inserted on the recorded deed:

"This property was acquired (in part) with funds provided by the U.S. Department of Interior, Fish and Wildlife Service, pursuant to the National Coastal Wetlands Conservation Grant Program, covered under grant award F21AP00697 and will be managed for the purpose of this Grant Award, in accordance with applicable Federal and State law. Property may not be disposed of in any manner, or used for purposes inconsistent with the Program for which it was acquired, without the prior written approval of the Regional Director - Southeast Region, U.S. Fish and Wildlife Service."

- The land must be acquired and managed for the purposes identified in the Grant Award. In the event that the terms and conditions set forth in this Grant Award are not fully complied with, the property acquired with Wildlife and Sport Fish Restoration (WSFR) funds from the Service, and the property used as a match for the Grant Award dollars, will be subject to transfer, replacement or repayment to the United States in accordance with 50 CFR 80.135.
- Include in the final performance report a copy of the following documents: a recorded deed, title insurance policy or State's final title opinion, and a copy of a registered land survey, if any.
- Real property should be identified with appropriate signs (i.e., Wildlife Restoration logo) as to the WSFR Program under which the property was acquired (in part or whole).

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

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ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per [2 CFR §200.308](#), unless otherwise specifically waived in this award.

REPORT

1. 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. 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 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. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

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

NOTICE OF AWARD (Continuation Sheet)

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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. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.