



# SANTA ROSA COUNTY GRANTS AND SPECIAL PROJECTS

SHEILA FITZGERALD  
Grants & Special Projects  
Director

6495 Caroline Street, Suite H | Milton, Florida 32570

## MEMORANDUM

TO: Tony Gomillion

FROM: Sheila Fitzgerald, Grants & Special Projects Director

DATE: September 13, 2016

SUBJECT: NRDA - Sea Turtle Lighting Ordinance Educational Materials Grant

### **RECOMMENDATIONS**

Recommend board approve grant agreement DEP S0937 with the Department of Environmental Protection (DEP) in the amount of \$10,917 for designing, printing and dissemination of educational materials that will support increased compliance with the county's Sea Turtle Lighting Ordinance.

### **BACKGROUND**

The Deepwater Horizon Natural Resource Damage Assessment (NRDA) Phase II Early Restoration Plan included the "Improving Habitat Injured by Spill Response: Restoring the Night Sky Project" intended to reduce artificial lighting impacts on nesting habitat for loggerhead sea turtles. The Department of Environmental Protection (DEP) and the Florida Fish and Wildlife Conservation Commission (FWC) will be working with Santa Rosa County to improve the quality of sea turtle nesting habitat on the sandy beach in the County by addressing and reducing the amount of artificial lighting that affects the nesting habitat. Specifically, grant funds will be used to educate citizens and visitors to increase compliance with Santa Rosa County Lighting Ordinance (12.14.00) through the implementation of an educational program.

Funds will be used to create, produce and distribute an educational rack card, sea turtle friendly information magnets and brochures, and "Lights out for Sea Turtles" window cling stickers. This project will be accomplished by the Santa Rosa County UF/IFAS Florida Sea Grant Extension office with assistance from the Public Information Office. There is no match requirement.

### **FUTURE ACTION**

Upon approval and execution by the Board, the agreement will be returned for final execution.

DEP AGREEMENT NO. S0937

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
GRANT AGREEMENT

PURSUANT TO LINE ITEM 1742A OF THE FY11-12 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department or DEP"), the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Road, Tallahassee, Florida 32399-1600 (hereinafter referred to as the "FWC"), a state agency, and the SANTA ROSA BOARD OF COUNTY COMMISSIONERS, whose address is 6495 Caroline Street H, Milton, Florida 32570 (hereinafter referred to as "Grantee"), a governmental entity, to provide financial assistance for increased compliance with Santa Rosa County Lighting Ordinance 12.14.00 (hereinafter referred to as "Project") . Collectively, the Department, the FWC, and the Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the FWC is seeking educational programs and materials to inform citizens about Santa Rosa County Lighting Ordinance 12.14.00, which qualifies for Early Restoration funding pursuant to the Improving Habitat Injured by Spill Response: Restoring the Night Sky Project, which is part of the *Deepwater Horizon* Natural Resource Damage Assessment (NRDA) Phase II Early Restoration Plan and Environmental Review; and,

WHEREAS, the Grantee is uniquely positioned to coordinate such activities in Santa Rosa County; and,

WHEREAS, the Grantee, has agreed to perform the education programs and to disseminate educational materials as the "Project" as specified in **Attachment A, Grant Work Plan**; and,

WHEREAS, the Fixed Capital Outlay Budget Authority for *Deepwater Horizon* NRDA Early Restoration Projects, including the *Deepwater Horizon* NRDA Phase II Early Restoration Project - Improving Habitat Injured by Spill Response: Restoring the Night Sky, was appropriated in the DEP Fiscal Year (FY) 2011-2012 budget; and,

In consideration of the mutual benefits to be derived herefrom, the Department, the FWC, and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

- A. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", and "Recipient" are used interchangeably.
- B. The FWC shall be responsible for the oversight, review and approval of all work performed and of all deliverables submitted under this Agreement. Upon the performance of satisfactory services by the Grantee, as approved by the FWC, the Grantee shall submit invoices to the Department through the FWC. The FWC shall submit satisfactory invoices to the Department to compensate the Grantee for approved work.
- C. The Department shall be responsible for processing satisfactory invoices, as approved by the FWC and by the Department, for payment.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by all parties and shall remain in effect for a period of **twenty-four (24) months**, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after

the date of execution through twelve (12) months, which shall be defined as the First Period of Service. Additional periods of service shall be requested and authorized by the Department, and evidenced by a formal Amendment to this Agreement. Additional periods of service may not extend beyond the completion date of the Agreement and are contingent upon proper and satisfactory performance by the Grantee and availability of funding by the Legislature.

**3. FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee, as specified in paragraph 1, above, on a cost reimbursement basis. For the First Period of Service, the Grantee shall be compensated on a cost reimbursement basis up to a maximum of \$10,917.00. Based upon the availability of funding and satisfactory performance by the Grantee, funding for each additional authorized period of service shall be added to this Agreement, upon receipt and approval of a budget and grant work plan from the Grantee, by formal amendment. The Grantee shall not perform, and shall not be compensated for, any services beyond the First Period of Service outlined above unless and until this Agreement is amended to provide funding beyond that date. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager and the FWC's Grant Manager shall be required for changes to this Agreement.
- i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A, Grant Work Plan**, are less than ten percent (10%) of the total budget as last approved by the Department and the FWC. All Change Orders are subject to the mutual agreement of all parties as evidenced in writing.
- ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A, Grant Work Plan**, which exceed or is expected to exceed ten percent (10%) of the total budget as last approved by the Department and the FWC. All Amendments are subject to the mutual agreement of all parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost-reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A, Grant Work Plan**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted, through the FWC, to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A, Grant Work Plan**, must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost-reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall

be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A, Grant Work Plan**. Invoices submitted by the Grantee to the FWC and the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the FWC and the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the FWC's and the Department's Grant Managers of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the FWC's and the Department Grant Managers' approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D., above, the FWC and the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the FWC and to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F. It is hereby understood and agreed by all the parties hereto that all invoices shall be submitted by the Grantee to the FWC, who will review and approve the invoices. Upon the FWC's approval of the invoices, the FWC will submit the invoices to the Department for its review and approval. Upon the Department's approval of the invoices, payment for the approved invoices shall be made to the Grantee by the Department. It is hereby acknowledged by the Grantee that the Department's and the FWC's obligations shall be satisfied upon payment to the Grantee.

- G.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department or the FWC finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department, if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the FWC's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The FWC's Grant Manager shall have twenty (20) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

- A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of ten percent (10%) of the total amount identified in paragraph 3.A. above. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan**. Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.

- C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.
- E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3, above.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department and/or FWC may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department and/or FWC shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department and/or FWC regarding the reason(s) for termination.
- B. The Department and/or FWC may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. If the Department and/or FWC terminates the Agreement for convenience, the Department and/or FWC shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department and the FWC orally. Within seven (7) calendar days, the Grantee shall notify the Department and the FWC in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department and the FWC may, at their discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department and the FWC accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department and/or the FWC. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the FWC. In the event that a deliverable is deemed unsatisfactory by the FWC, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department or the FWC, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department and the FWC may, in their sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department's and the FWC's Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the FWC, and once reviewed and approved by the FWC, then the FWC will submit the CAP to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted by the Grantee through the FWC within ten (10) calendar days of the date of the letter request from the Department and the FWC. After reviewing and approving the CAP, the FWC shall send the CAP to the Department's Grant Manager for review and approval. Within ten (10) calendar days of the Department's receipt of a CAP, the Department and the FWC shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department's and the FWC's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's and FWC's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's and the FWC's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted CAP. Acceptance of the proposed CAP by the Department and the FWC does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department and the FWC shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department and the FWC or steps taken by the Grantee shall preclude the Department and the FWC from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. If requested by the Department's and the FWC's Grant Managers, the Grantee shall submit a report on the progress of the CAP to the FWC, who will review and approve it, and then the FWC will send the progress report to the Department.
- C. Failure to respond to a Department's and FWC's request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department and the FWC may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department and the FWC reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the FWC, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's or the FWC's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

**11. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in paragraph 17 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  

<https://apps.fldfs.com/fsaa>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's and the FWC's Grant Managers except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the FWC for review and approval, and then the FWC will forward the subcontract to the Department. The Grantee may not submit any invoices for subcontracted work prior to the Department receiving the subcontract from the FWC. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department and the FWC shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department and the FWC support diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in paragraph 13.A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by paragraph 13.A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department and the FWC under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

**17. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Pearce Barrett, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 240	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2106
E-mail Address:	Pearce.Barrett@dep.state.fl.us

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The FWC's Grant Manager at the time of execution for this Agreement is identified below:

Karen Williams, or Successor	
Florida Fish and Wildlife Conservation Commission	
Office of Strategic Initiatives (OED/OSI)	
620 South Meridian, MS 1C	
Tallahassee, Florida 32399-1600	
Telephone No.:	(850) 544-7984 or (850) 617-9413
E-mail Address:	<a href="mailto:Karen.Williams@myfwc.com">Karen.Williams@myfwc.com</a>

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Sheila Fitzgerald, Grants & Special Projects Director	
Santa Rosa County Board of Commissioners	
6495 Caroline Street, Suite H	
Milton, Florida 32570	
Telephone No.:	(850) 983-1848
Fax No.:	(850) 983-1944
E-mail Address:	<a href="mailto:Sheilaf@santarosa.fl.gov">Sheilaf@santarosa.fl.gov</a>

In the event the Department's, the FWC's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

**18. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, the FWC and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's and FWC's Grant Managers *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice (with the exception of non-payment of premium, which requires a ten (10) calendar day notice) to the Department's and FWC's Grant Managers. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation

statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000          Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000          Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

19. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. **EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement. **Attachment F, Property Reporting Form** is not applicable and shall be intentionally excluded.

21. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by the Grantee and/or any of its subcontractor(s) is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee and/or any of its subcontractor(s) knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. **QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's Project, as detailed in the **Attachment A, Grant Work Plan**, involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions.

23. **DISCRIMINATION:**

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

- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**24. LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**25. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department or the FWC to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department or the FWC for refusal by the Grantee to either provide to the Department or to the FWC upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department or the FWC. If the Department or the FWC does not possess the requested records, the Department or the FWC shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or the FWC or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department or the FWC within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's or FWC's custodian of public records, Grantee shall provide the Department or the FWC 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, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department or the FWC.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department or the FWC, all public records in possession of Grantee or keep and maintain public records required by the Department of the FWC to perform the services under this Agreement. If the Grantee transfers all public records to the Department or the FWC upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department or the FWC, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department or the FWC.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us) or at the mailing address below.**

**Department of Environment Protection  
 ATTN: Office of Ombudsman and Public Services  
 Public Records Request  
 3900 Commonwealth Boulevard, MS 49  
 Tallahassee, Florida 32399**

**27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

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 Department or the FWC 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.

**28. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute

one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**29. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**30. ENTIRE AGREEMENT:**

This Agreement 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, duly signed by all of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title of Authorized Person

\_\_\_\_\_  
Print Name and Title of Authorized Person

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

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

**Florida Fish and Wildlife Conservation Commission:**

  
Pearce Barrett, DEP Grant Manager

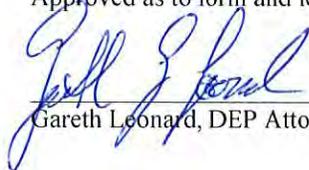
By: \_\_\_\_\_  
Nick Wiley, Executive Director

  
DEP Grants Administrator

Approved as to form and legality:

Approved as to form and legality:

\_\_\_\_\_  
Quilla Miralia, FWC Attorney

  
Gareth Leonard, DEP Attorney

FEID No.: 59-6000842

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>

## ATTACHMENT A GRANT WORK PLAN

**Service Period for Year 1: Upon execution for a period of twelve (12) months**

**PROJECT TITLE:** *Deepwater Horizon* Natural Resource Damage Assessment  
Phase II Early Restoration Project, Improving the Habitat Injured by Spill Response:  
Restoring the Night Sky Project - Increase Compliance with Santa Rosa County  
Lighting Ordinance (12.14.00) (“Project”)

**PROJECT AUTHORITY:** The Florida Department of Environmental Protection (“Department and/or DEP”) received funding from the Florida Legislature in the amount of \$10,917.00, through Specific Appropriation Line Item No. 1742A, Fixed Capital Outlay, Natural Resource Damage Restoration, Deepwater Horizon Oil Spill, From Coastal Protection Trust Fund, Fiscal Year 2011-2012, General Appropriations Act. The Department received this funding for the purpose of restoration projects to address injuries to natural resources caused by the *Deepwater Horizon* oil spill. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are required in the Florida Catalog of State Financial Assistance, No. 37.081.

**PROJECT LOCATION:** The Project will occur in Santa Rosa County, Florida (“County”).

**PROJECT BACKGROUND:** As a result of the landfall of oil products from the *Deepwater Horizon* oil spill (“oil spill”) in the Spring/Summer of 2010 and the subsequent cleanup operations from the oil spill (including the extensive use of all-terrain vehicles and heavy equipment), the sea turtle nesting habitat along the beaches in the County were impacted and compromised. Pursuant to the Project, the County (“Grantee”) will use the Department funds to increase compliance with Santa Rosa County Lighting Ordinance (12.14.00) (“Ordinance”) by increasing County staff time dedicated to compliance activities related to the Ordinance. This increased compliance will improve the quality of sea turtle nesting habitat on the sandy beach in the County by addressing and reducing the amount of artificial lighting that affects the nesting habitat.

**PROJECT DESCRIPTION:** The Grant Work Plan (“Work Plan”) presented below outlines the specific Tasks and associated Deliverables that shall be performed by the Grantee, a timeline for completion of the Tasks, and the maximum compensation amount for each Task under this Work Plan, which is attached to DEP Agreement No. S0937 (“Agreement”). The Grantee shall provide copies of all communications regarding these tasks to the Florida Fish and Wildlife Conservation Commission (“FWC”) Grant Manager during and throughout the Agreement.

Completion of all Tasks and submission and written acceptance of all Deliverables included in this Work Plan are required for the completion of the Project and to meet the requirements associated with the source of funding for this Agreement. However, not all Tasks in this Work Plan have Department Funds associated with them. While these Tasks are not eligible for cost-reimbursement, the Grantee is legally and contractually obligated under this Agreement to complete these Tasks as set forth in the Tasks and Deliverables, below. Per paragraph 3.A. of this Agreement, the Grantee is responsible for any additional funds necessary for the completion of this Project.

### **TASKS AND DELIVERABLES**

#### **Task 1: Educational Supplies**

The Grantee will implement an educational program by designing, printing and disseminating educational materials to inform citizens about the Ordinance and the need for compliance with the Ordinance. The Grantee will create an educational rack card and will mail them to property managers and property owners in the area where the Ordinance is applicable. The final printed educational rack card will clearly outline the requirements in the Ordinance.

Furthermore, the Grantee will create sea turtle friendly information magnets and window clings “Lights out for Sea Turtles”, which will be placed on Gulf front property owners’ sliding doors and windows where the Ordinance is applicable, and the Grantee will deliver them to property managers and owners. The Grantee will also hand out the

sea turtle friendly information magnets and window clings at County festivals or events.

**Task 1a. Deliverables:** The Grantee will submit a draft of the educational rack card, sea turtle friendly information magnets and window clings for review and approval by the FWC Grant Manager and the FWC Biological Administrator.

**Task 1a Timeline:** A draft of the educational rack card, sea turtle friendly information magnets and window clings shall be submitted within six (6) months of the execution of this Agreement.

**Task 1a. Performance Measure:** The FWC Grant Manager will review the draft of the educational rack card, sea turtle friendly information magnets and window clings to verify that each meets the specifications in the Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon FWC's Grant Manager's review and written acceptance of the draft education rack card, sea turtle friendly information magnets and window cling design, the County may proceed with subsequent Tasks.

**Task 1b. Deliverables:** The Grantee shall submit to the FWC Grant Manager a copy of the final printed educational rack card along with a spreadsheet detailing the number of final printed educational rack cards that were mailed out. Furthermore, the Grantee shall submit to the FWC Grant Manager documentation of postage receipt demonstrating to which property managers/owners the final printed educational rack cards were mailed to. The Grantee shall submit to the FWC Grant Manager a copy of the final sea turtle friendly information magnets and window clings along with a spreadsheet detailing the number of magnets and window clings given out, including which property managers/owners received them and at which county festivals or events the sea turtle friendly information magnets and window clings were distributed at.

**Task 1b. Timeline:** A copy of the final printed educational rack card, including the associated spreadsheet and documentation of postage receipt, and a copy of the final sea turtle friendly information magnets and window clings, including the associated spreadsheet, will be due within twelve (12) months of the execution date of the Agreement.

**Task 1b. Performance Measure:** The FWC Grant Manager will review the final printed educational rack card, including the associated spreadsheet and documentation of postage receipt, and a copy of the final sea turtle friendly information magnets and window clings, including the associated spreadsheet to verify that it meets the specifications in the Grant Work Plan and this task description, and, if necessary, provide any comments to the Grantee for incorporation. Upon the FWC Grant Manager's review and written acceptance of the Task 1 deliverables, the Grantee may proceed with submitting to the FWC Grant Manager an invoice for costs associated with Task 1. The FWC Grant Manager shall review the invoice to determine if the payment requested is allowable per the terms of this Agreement, and shall document this determination in a memorandum to the DEP Grant Manager which shall also include notice of FWC's approval of any deliverables associated with the invoice. The DEP Grant Manager will review and process all satisfactory invoices.

**Task 1 Cost:** Combined total cost for Deliverable 1a. and Deliverable 1b. not to exceed \$10,917.00.

## **Task 2: Quarterly Progress Reports**

The Grantee shall prepare quarterly Progress Reports, as specified in paragraph 5 of this Agreement, identifying ongoing activities, problems or issues encountered with implementation of the Task 1 Deliverables, above, and resolutions of the problems.

**Task 2 Deliverables:** The Grantee will provide to the FWC Grant Manager the quarterly Progress Reports, which shall also be in accordance with paragraph 5 of this Agreement.

**Task 2 Performance Measures:** The FWC Grant Manager will review the quarterly Progress Reports to verify ongoing activities, problems or issues encountered with implementation of the Task 1 Deliverables, above, and resolution of the problems and to verify that it meets the specifications in this Work Plan and this Task 2 Deliverable. The Grantee shall be notified by the FWC Grant Manager, in writing, of any deficiencies in the Task 2 Deliverable and shall be given reasonable opportunity to provide a revised Task 2 Deliverable.

**Task 2 Timeline:** The Grantee shall submit the Progress Reports to the FWC Grant Manager within twenty (20) calendar days following the previous quarter’s end. The calendar quarters end March 31, June 30, September 30 and December 31.

**Additional Narrative:** No Department Grant Funds are associated with Task 2, however completion of this Task and written acceptance by the Department’s Grant Manager of the Task 2 Deliverable is required. Additionally, per paragraph 3.A of this Agreement, the Grantee is responsible for the costs associated with this Task.

**PROJECT TIMELINE for the First Service Period:** The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Educational Supplies	Upon Execution	12 months from execution of Agreement	
1a.	Draft educational rack card and draft sea turtle friendly information magnets and window clings	Upon Execution	Due within 6 months of execution of the Agreement	Due within 6 months of execution of the Agreement
1b.	A copy of the final printed educational rack card with the associated spreadsheet and documentation of postage receipt. And, a copy of the final sea turtle friendly information magnets and window clings with the associated spreadsheet	Upon approval of Draft educational rack card and draft sea turtle friendly information magnets and window clings by the FWC Grant Manager	Due within 12 months of execution of the Agreement	Due within 12 months of execution of the Agreement
2	Quarterly Progress Reports	Upon Execution	12 months from execution of Agreement	Due within 20 days following the end of each quarter during term of the Agreement

**BUDGET DETAIL BY TASK for the First Service Period:**

Task No.	Budget Category	Budget Amount
1	Contractual Services for Educational Supplies: 4” x 4” Sea Turtle Friendly Information Magnets (10,000 @ \$0.47 each)	\$4,700.00
	Window Cling Stickers “Lights out for Sea Turtles” (10,000 @ \$0.47 each)	\$4,700.00
	Sea Turtle Friendly Beaches Brochures (10,000 @ \$0.12 each + \$35.00 set up fee)	\$1,235.00
	Postage (600 x \$0.47 each)	\$282.00
2	Quarterly Progress Reports	In-kind
<b>Total Project Cost</b>		<b>\$10,917.00</b>

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

<b>Category Totals</b>	<b>Grant Funding, Not to Exceed, \$</b>
Contractual Services	\$10,917.00
<b>Total:</b>	<b>\$10,917.00</b>

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**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: S0937 Agreement Effective Dates: \_\_\_\_\_

Grantee: \_\_\_\_\_ Grantee's Grant Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Payment Request No. \_\_\_\_\_ Date of Payment Request: \_\_\_\_\_

Performance Period (*Start date – End date*): \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$N/A	\$N/A	\$N/A	\$N/A
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases	\$N/A	\$N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$N/A	\$N/A	\$N/A	\$N/A
Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
<b>TOTAL AMOUNT:</b>	\$	\$	\$N/A	\$N/A
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT:</b>	\$		\$N/A	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$N/A	
<b>TOTAL REMAINING IN TASK:</b>	\$		\$N/A	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

**Grantee's Certification of Payment Request**

I, \_\_\_\_\_, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply below:*

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)      Period of Service (mm/dd/yy – mm/dd/yy)


\_\_\_\_\_  
Grantee's Grant Manager Signature

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

**GRANTEE:** Enter the name of the grantee's agency.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**DATE OF PAYMENT REQUEST:** This is the date you are submitting the request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**NOTES:**

**If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

## ATTACHMENT C

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). 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 the types of documentation representing the minimum requirements:

- (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, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	S0937		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0937 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of 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 I to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	GAA Line Item 1742A – Natural Resource Damage Restoration – Deep Water Horizon Oil Spill from Coastal Protection Trust Fund	2011-2012	37.081	Early Restoration Deepwater Horizon Oil Spill	083654

<b>Total Award</b>				<b>\$10,917.00</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## **12.14.00 MARINE TURTLE PROTECTION LIGHTING ORDINANCE**

12.14.01 Purpose: The Santa Rosa County Board of County Commissioners finds that Navarre Beach serves as a nesting habitat for endangered and threatened sea turtles. Improper lighting along the shoreline can negatively impact sea turtle nesting activity and cause disorientation of turtle hatchlings. The purpose of the Marine Turtle Protection Lighting Ordinance is to protect the threatened and endangered sea turtles that nest along Navarre Beach by safeguarding nesting turtles and emerging hatchlings from sources of artificial light along the shoreline. This ordinance is intended to reduce and where possible eliminate the impact of nearshore lighting on nesting turtles from existing structures and facilities and future development along Navarre Beach during the turtle nesting season, which extends from May 1 to October 31 each year.

For purposes of this section, “shoreline zone” shall include all areas seaward of Gulf Drive extending from the Gulf Shores National Seashore boundary eastward to include Navarre Beach State Park. Lighting located within the shoreline shall comply with all provisions of this section.

In implementing this section, the county will adhere to state and federal guidelines for the protection of sea turtles.

12.14.02 General Requirement: All outdoor lighting shall be installed in such a manner and be shielded so that the light will not be visible from the any portion of the beach where sea turtles are likely to nest. In general, artificial light shall be installed or modified such that the light will fall, substantially, within the perimeter of the property through the use of shielding, limiting light intensity or wattage, or selection of lighting designs or locations that are not visible from the beach. Lighting shall be reduced to the greatest extent possible without unduly jeopardizing public safety or security of property or persons.

12.14.03 New Development: For new development within the shoreline zone, construction and building and electrical plans for construction of single-family or multifamily dwellings, commercial or other structures including electrical plans associated with parking lots, dune walkovers or other outdoor lighting for real property including any light sources or any reflective surfaces illuminated by such sources that will be visible from the beach, such lighting shall be in compliance with the following:

- a. Outdoor lighting shall be held to the minimum necessary for security and safety. Floodlights and landscape or accent lighting shall be prohibited.
- b. All lighting including wall-mounted fixtures, pole lighting, lights on balconies, and any other type of lighting not specifically referenced by this section, shall be of low intensity and shall be fitted with hoods or positioned so that the light sources or any reflective surfaces illuminated by such sources are not visible from the beach.
- c. Low profile luminaries shall be used in parking lots and such lighting shall be

fitted with hoods or positioned so that the light sources or any reflective surfaces illuminated by such sources are not visible from the beach.

- d. Dune crosswalks shall utilize low profile shielded luminaries directed and positioned so that light sources or any reflective surfaces illuminated by such sources are not visible from the beach. Dune crossover lighting shall be limited to the area landward of the primary dune. Compliance with this provision is assured if mushroom-type light fixtures, which direct the light downward are used and installed (a) at least twenty-five (25) feet apart and not more than one (1) foot above the surface of the walkover; and (b) limited to twenty-five-watt yellow bulb.
- e. If high intensity lighting is necessary, low pressure sodium vapor luminaries shall be used and fitted with a hood or positioned so that the light sources or any reflective surfaces illuminated by such sources shall not be visible from the beach.
- f. Plates of tinted glass are required for windows that are visible from the beach. The tinted glass shall be any window or glazing that has an industry-approved light transmittance value of 45 percent or less. Such transmittance shall be limited to the visible spectrum (400 to 700 nanometers) and shall be measured as the percentage of light that is transmitted through the glass, inside to outside.
- g. Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Light sources or any reflective surfaces illuminated by such sources shall not be visible from the beach.

12.14.04      Existing Development: For existing development, within six months of the effective date of this section, existing structures with any light sources or reflective surfaces illuminated by such sources that are visible from the beach, shall be in compliance with the following:

- a. All lights shall be turned off after 9:00 p.m. between May 1 and October 31, of each year, or fitted with a hood or positioned so that the light sources or any reflective surfaces illuminated by such sources are not visible from the beach.
- b. Lights illuminating dune crosswalks shall be turned off after 9:00 p.m. between May 1 and October 31, of each year, and must be modified to conform to the requirements for new development in accordance with section 12.14.03(d). of this section.
- c. Existing security and emergency exit lighting shall meet the same requirements stated in this section, unless modification of the emergency lighting is demonstrated by the property owner to create an unreasonable risk to public safety, persons or property. If high intensity lighting is necessary, low pressure sodium vapor luminaries shall be used and fitted with a hood or positioned so that the light sources or any reflective surfaces illuminated by such sources are not visible from the beach.

- d. Where interior lights currently illuminate or are visible on the beach, at least one of the following measures shall be taken to reduce or eliminate the negative effects of interior light emanating from doors or windows within line of sight of the beach,:
  1. In windows facing and/or visible from the beach, tinted window treatments are required so that indoor lights do not illuminate or are not visible from the beach. The tinted glass shall be any window or glazing that has an industry-approved light transmittance value of 45 percent or less. Such transmittance shall be limited to the visible spectrum (400 to 700 nanometers) and shall be measured as the percentage of light that is transmitted through the glass, inside to outside.
  2. Rearrange lamps and other movable fixtures away from windows.
  3. Use window treatments, including but not limited to blinds and curtains, to shield interior lights from the beach.
  4. Turn off unnecessary lights after 9:00 p.m. between May 1 and October 31.

12.14.05 Publicly-Owned Lighting: All publicly owned lighting that is visible from the beach or that illuminates reflective surfaces that are visible from the beach, shall be turned off after 9:00 p.m. between May 1 and October 31, of each year, or shall be fitted with a hood or positioned so that the light sources or any reflective surfaces illuminated by such sources are not visible from the beach. For public parking areas, low intensity lighting shall be used in parking areas within line-of-sight of the shoreline. Parking area lighting and any roadway lighting shall be shielded from the shoreline through the use of ground-level barriers or fitted with a hood or positioned so that the light sources or any reflective surfaces illuminated by such sources are not visible from the beach. Ground-level barriers shall not interfere with marine turtle nesting or hatchling emergence.

12.14.06 Penalties: Violation of the provisions of this section or failure to comply with any of its requirements shall constitute violation of the Santa Rosa County Land Development Code and is subject to fines and enforcement in accordance with Santa enforcement procedures contained therein.

12.14.07 Variance: After written notification to and consultation with appropriate state and federal agencies, the County may grant a variance from any of the provisions or requirements of this section if affirmative findings, supported by the record and reviewed and approved by the appropriate state and Federal agencies, can be made that:

1. The minimum lighting adequate for the intended purpose is used;
2. There are special circumstances relating to the property or use that specifically and directly prevent compliance with the provisions in this section and the property owner has demonstrated to the satisfaction of the County and the appropriate state and Federal agencies that there are no viable alternatives to the variance; and

3. Granting of the request would not negatively impact any adjoining property, or sea turtle nesting or hatchling success or any threatened or endangered species.