

**NATIONAL FISH AND WILDLIFE FOUNDATION
GRANT AGREEMENT**

PROJECT: 1301.14.044223 (Jones Swamp Wetland Preserve Patton Restoration (FL))

PROPOSAL ID: 44223

NFWF RECIPIENT: Escambia County, Florida

RECIPIENT TYPE: State or Local Government

PERIOD OF PERFORMANCE: June 1, 2014 to June 1, 2016

PROJECT DESCRIPTION: Improve ecologic function of 35 acres of riparian buffer by restoring hydrology, reducing invasives and re-planting. Project will also increase visitorship through installing educational signs, implementing outdoor programs and improving 2,500 feet of trail.

NFWF AWARD: \$40,000

FUNDING SOURCES	AMOUNT	CFDA NUMBER
USDA Forest Service (FC.R173)	\$25,000	10.664
Southern Company (TR.A061)	\$15,000	N/A

NON-FEDERAL MATCH REQUIREMENT: \$45,000

FEDERAL MATCH REQUIREMENT: N/A

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Recipient for the purposes of satisfactorily performing the Project described in a full proposal titled "Jones Swamp Wetland Preserve Patton Restoration (FL)" and incorporated into this grant agreement by reference. The NFWF Award is provided on the condition that the NFWF Recipient agrees that it will raise and spend at least \$45,000 in matching contributions on the Project. Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above.

NFWF RECIPIENT CONTACT INFORMATION

Recipient Name: Jimmie Jarratt
Recipient Address: 3363 West Park Place
Pensacola, FL 32505
Recipient Phone: 850-554-3071
Recipient Fax: 850-554-3071
Recipient Email: jnjarrat@myescambia.com

NFWF CONTACT INFORMATION

NFWF Grants Administrator: Rachael Evarts
NFWF Address: 1133 Fifteenth Street, NW
Suite 1100
Washington, DC 20005
NFWF Phone: 202-857-0166
NFWF Fax: 202-857-0162
NFWF Email: Rachael.Evarts@nfwf.org

NFWF PROCESS

Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following three criteria: 1) Matching Contributions must be non-federal in nature and not presented as match to any other federal program(s); 2) Matching Contributions must be committed directly to the Project and must be used within the Period of Performance as identified on page 1 of this grant agreement; and 3) Matching Contributions must be voluntary in nature. Funds presented for fulfillment of mitigation, restitution, or other permit or court-ordered settlements are not eligible.

Documentation of Matching Contributions.

1. Cash, Goods and Services, and/or Property. The NFWF Recipient must report to NFWF as a part of the final report, the Matching Contributions received by the NFWF Recipient and expended in connection with the Project. The match report must include the name and address and contribution amount of any donor who contributes \$500 or more to the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in the OMB Circulars.
2. Property. The NFWF Recipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

The NFWF Recipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Recipient as required by applicable Federal regulations.

Restrictions on Use of Funds.

No Funds provided by NFWF pursuant to this grant agreement or Matching Contributions may be used to support overhead/indirect costs, litigation expenses, lobbying activities, terrorist activities, or activities in violation of the Foreign Corrupt Practices Act.

Payment of Funds.

To be eligible to receive funds, NFWF Recipient must 1) return to NFWF an original executed copy of the grant agreement for the Project; 2) submit any due financial and programmatic reports; and 3) submit a complete and accurate payment request. NFWF Recipient may request funds by submitting a Payment Request via Easygrants. In the event that submission of a Payment Request via Easygrants is not possible, NFWF Recipient may arrange with their NFWF Grants Administrator to submit the Payment Request via alternate means. NFWF Recipient may request advance payment of funds prior to expenditure provided that 1) NFWF Recipient demonstrates an immediate need for advance payment; and 2) NFWF Recipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Recipient's needs. In all other

cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

Interim Programmatic Reports.

The NFWF Recipient will submit an interim programmatic report to NFWF based on the reporting schedule below. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF’s Easygrants system.

Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Recipient must report the amount of NFWF Funds expended during NFWF’s fiscal year (October 1 – September 30). The NFWF Recipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

Final Reports.

No later than 90 days after the completion of the Project, the NFWF Recipient will submit 1) a final financial report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; 2) a final programmatic report summarizing and evaluating the accomplishments achieved during the Period of Performance; 3) a representative number of photographs depicting the Project; and 4) copies of any publications, press releases and other appropriate products resulting from the Project. The final reports should be uploaded via NFWF’s Easygrants system. Any requests for extensions of the final report submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

Reporting Due Dates.

June 1, 2015	Interim Programmatic Report
October 31, 2015	Annual Financial Report
September 1, 2016	Final Financial Report
September 1, 2016	Final Programmatic Report

Amendments.

During the life of the Project, the NFWF Recipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the Project by the end of the Period of Performance, or in submitting reports by their due dates. If the NFWF Recipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Recipient must seek approval from the Grants Administrator. Amendment requests should be initiated by the NFWF Recipient upon determination of a deviation from the original grant agreement. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary. Amendment requests are to be submitted via NFWF's Easygrants system.

Termination.

Failure by the NFWF Recipient to comply with any material term of this grant agreement shall be deemed to be a default in this grant agreement and constitute cause for NFWF to terminate this grant agreement by written notice to the NFWF Recipient and to pursue any legal remedy to which NFWF may be entitled.

The NFWF Recipient may terminate this grant agreement by written notice to NFWF. In the event of termination of this grant agreement prior to Project completion, the NFWF Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

- a. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).
- b. Place no further work orders or enter into any further subawards or subcontracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.
- c. Terminate all pending Project work orders, subawards, and subcontracts for work that has not yet commenced.
- d. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and subcontracts.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Recipient under this grant agreement, whether completed or in progress.
- f. Return to NFWF any unobligated portion of the Award.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

GENERAL

Binding Obligation.

This grant agreement has been duly executed by a representative of the NFWF Recipient with full authority to execute this grant agreement and bind the NFWF Recipient to the terms hereof. After execution by the representative of the NFWF Recipient named on the signature page hereto, this grant agreement will represent the legal, valid, and binding obligation of the NFWF Recipient, enforceable against the NFWF Recipient in accordance with its terms.

Assignment; Subawards and Subcontracts.

The NFWF Recipient may not assign this grant agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF. The NFWF Recipient may not provide subawards nor enter into subcontracts without the prior written approval of NFWF. Subawards and subcontracts with known parties disclosed in the proposal budget are deemed to be approved.

Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Recipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Recipient beyond the terms stated in this grant agreement.

Publicity and Acknowledgement of Support.

The NFWF Recipient agrees to give appropriate credit to NFWF and any Funding Sources identified in this grant agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this grant agreement or any of the project deliverables associated with this grant agreement. The NFWF Recipient must obtain prior NFWF approval for the use of the NFWF logo or the logo of any Funding Source on any public information releases concerning this Award.

Posting of Final Reports.

The NFWF Recipient gives NFWF the right and authority to publicize NFWF's financial support for this grant agreement and the Project in press releases, publications and other public communications. The NFWF Recipient hereby acknowledges its consent for NFWF and any Funding Source identified in this grant agreement to post its final reports on their respective websites. In the event that the NFWF Recipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Recipient shall so notify NFWF and any Funding Source identified in this grant agreement and

clearly mark all such potentially protected materials as “PROTECTED,” providing an accurate and complete citation to the statutory or regulatory source for such protection.

Website Links.

The NFWF Recipient agrees to permit NFWF to post a link on any or all of NFWF’s websites to any websites created by the NFWF Recipient in connection with the Project.

Evaluation.

The NFWF Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the date on which the final financial and programmatic reports are provided.

Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this grant agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this grant agreement.

Indemnity.

To the extent permitted by law and subject to the limitations set forth in Section 768.28, Florida Statutes, the NFWF Recipient shall indemnify and hold harmless NFWF, any Funding Source identified in this grant agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project. The terms of this provision will survive termination of this grant agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient. Nothing herein shall be construed as consent by the Recipient to be sued by third parties in any manner arising out of this Agreement.

Choice of Law/Jurisdiction.

This grant agreement shall be subject to and interpreted by the laws of the State of Florida, without regard to choice of law principles. By entering into this grant agreement, the NFWF Recipient agrees to submit to the jurisdiction of the courts of the State of Florida. The terms of this provision will survive termination of this grant agreement.

Compliance with Laws.

In conducting its activities relating to the Project, the NFWF Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this grant agreement.

Insurance.

The NFWF Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by the NFWF Recipient and associated with this Award in any way. The terms of this provision will survive termination of this grant agreement.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

The NFWF Recipient must read and understand certain Federal regulations, including but not limited to, those identified below which may be located on the Internet at www.whitehouse.gov/omb/circulars/index.html. If a NFWF Recipient does not have access to the Internet, it should ask its NFWF Grants Administrator for copies. Many Federal agencies have agency-specific regulations that govern the issuance of awards and subawards with their funds; it is the obligation of the NFWF Recipient to review and comply with any such regulations issued by its Federal agency Funding Source(s).

If the NFWF Recipient is a non-profit organization, it will need to understand and comply with (i) OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and, (ii) depending on what kind of organization it is, either (a) OMB Circular A-21 "Cost Principles for Educational Institutions" or (b) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," in addition to other applicable Federal regulations.

If the NFWF Recipient is a State, Local or Tribal Government, it will need to understand and comply with OMB Circulars A-102 "Grants and Cooperative Agreements with State and Local Governments" and A-87 "Cost Principles for State, Local, and Indian Tribal Governments," in addition to other applicable Federal regulations.

A-133 Audits.

If the NFWF Recipient is any type of U.S. organization and it expends an aggregate of \$500,000 or more from all Federal sources in a fiscal year, it is subject to a special kind of audit as detailed in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which it will need to understand and comply with, in addition to other applicable Federal regulations.

Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Recipient that exceeds \$250 must be reported to NFWF, and the disposition of those funds negotiated with NFWF.

Subcontractor Lobbying.

The NFWF Recipient agrees, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subcontractor Debarment and Suspensions.

The NFWF Recipient shall enter into no contract or subcontract using Federal funds provided by NFWF with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension).

Disclaimers.

Payments made to the NFWF Recipient under this grant agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Recipient through this grant agreement, including the U.S. Government, for the Project. All information submitted for publication or other public releases of information regarding this grant agreement shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or the National Fish and Wildlife Foundation."

Davis-Bacon Act.

If applicable to the Project, the NFWF Recipient shall be subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction”).

Copeland “Anti-Kickback Act”.

If applicable to the Project, the NFWF Recipient shall be subject to the provisions of the Copeland “Anti-Kickback Act” (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

Rights to Inventions.

If applicable to the Project, the NFWF Recipient shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the Federal agency(ies) that provide funds for this grant agreement.

ADDITIONAL TERMS

Trafficking in persons.

The NFWF Recipient may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The NFWF Recipient must include the requirements of the Prohibition Statement below in any subaward the NFWF Recipient makes to a private entity. The term “private entity “means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and includes: (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe in 2 CFR 175.25(b); (2) A for-profit organization.

Prohibition Statement: You, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this grant agreement, intending to be bound legally.

National Fish and Wildlife Foundation

**Board of County Commissioners
Escambia County, Florida**

David O’Neill
Vice President, Conservation Programs

Steven Barry, Chairman

(Date)

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approval: _____