

# FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



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KENNETH D. HADDAD, Executive Director  
VICTOR J. HELLER, Assistant Executive Director

DIVISION OF LAW ENFORCEMENT  
COLONEL JULIE JONES, Director  
LT. COLONEL DON HOLWAY, Deputy Director  
LT. COLONEL JIM McCALLISTER, Deputy Director  
(850) 488-6251 TDD (850) 488-9542

March 21, 2003

Ms. Dawn Stevenson  
Capital Contract Manager  
Nassau County  
220 Nassau Place  
Yulee, FL 32097

Dear Ms. Stevenson:

Enclosed is an original copy of your executed **Derelict Vessel Removal Grant Agreement** with the Florida Fish and Wildlife Conservation Commission (FWC). With the Agreement fully executed, you are now able to proceed with removing the derelict vessels listed in the Attachment A of the Agreement.

All removal activities must be directly coordinated with and supervised by a representative of the FWC regional Law Enforcement office who will verify the vessel has been completely removed. **NO PAYMENT** will be made for vessel removal without formal confirmation of removal from the FWC.

Please note that you will **not** be reimbursed for removal activities beyond **June 7, 2003**. Our fiscal year will end **June 30, 2003**. If grant funds are certified forward, the Commission may notify you by certified letter of additional budget authority, and may possibly allow grant activities to continue through the remaining term of the Agreement. The first invoice must be received no later than **June 10, 2003**, to assure the availability of funds for payment.

You may call me at (850)488-5600 ext. 173, should you have any questions regarding this Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Wendy Huszagh".

Wendy Huszagh  
Grants Specialist  
Derelict Vessel Removal Program

Enclosure

/wh

cc: Capt. Robert Donnelly

**ATTACHMENT A**  
**Agreement # 02167**

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**  
 Division of Law Enforcement  
 620 South Meridian Street  
 Tallahassee, FL 32399-1600

**Disposition Certification for Derelict Vessels**

I, the undersigned contractor or my representative, hereby certify that the derelict vessels listed below were properly and legally removed and disposed of at the permitted disposal sites indicated below:

FWC DV #	Estimate Length of Vessel	Vessel Removal Cost	Specify Disposal Site:	Date Removed
			Artificial Reef - AR Land Fill - LF Recycle - R	

\_\_\_\_\_  
 Signature of Contractor & date

\_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 Printed Name of Contractor

Subscribed and sworn before me at \_\_\_\_\_

\_\_\_\_\_  
 Witness & Date

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
 Company Name

My Commission Expires:  
 \_\_\_\_\_

\_\_\_\_\_  
 Telephone

(seal)

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
DERELICT VESSEL REMOVAL GRANT AGREEMENT**

**FWC GRANT NO 02167**

THIS AGREEMENT is entered into between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, hereinafter referred to as the "COMMISSION," and Nassau County Board of County Commissioners, whose address is 213 Nassau Place, Yulee, FL 32097, and hereinafter referred to as the "GRANTEE."

WITNESSETH:

WHEREAS, the COMMISSION has established a program to provide grants to coastal local governments for the removal of derelict vessels from the public waters of the state pursuant to Section 376.15(2)(b), Florida Statutes, hereinafter referred to as the "Program";

WHEREAS a GRANTEE is a coastal local government as defined by Florida Statutes;

NOW THEREFORE, the COMMISSION and the GRANTEE do hereby mutually agree as follows:

**1. Definition, Scope and Quality of Grant Services**

- a. The GRANTEE shall administer the removal and disposal of designated derelict vessels as an independent governmental authority and not as an employee, agent, or representative of the COMMISSION.
- b. No vessel shall be eligible for removal or disposal by the GRANTEE unless and until said vessel has been designated as a derelict vessel by the Commission's Bureau of Marine Enforcement as prescribed by General Order of the COMMISSION's Division of Law Enforcement.
- c. Only derelict vessels that appear on the Derelict Vessel List, Attachment A, which is made a part of this Agreement by reference, are eligible for grant monies.
- d. Authorized disposal sites for derelict vessels shall be limited to permitted artificial reef sites, permitted landfill locations and permitted recycled materials centers. Exceptions to this requirement must be approved in writing by the Executive Director of the COMMISSION.
- e. No grant monies for the removal or disposal of a given derelict vessel shall be paid to the GRANTEE until said vessel has been legally removed and disposed of, and such removal and disposal properly documented by the GRANTEE. For derelict vessels disposed in a landfill, the documentation must be a landfill receipt clearly marked with the derelict vessel number and, date of disposal for each derelict vessel.
- f. The GRANTEE shall be responsible for obtaining all state, local and federal permits and licenses required for the removal and disposal of the designated derelict vessels. The GRANTEE shall fully comply with all applicable laws, ordinances, and codes of state, federal and local governments which are applicable to the work accomplished pursuant to this Agreement. Full responsibility for such compliance shall rest with the GRANTEE.

- g. Any pollutant found to be contained within a designated derelict vessel shall be removed and properly disposed of in accordance with applicable laws by the GRANTEE prior to the removal of the derelict vessel.
- h. The GRANTEE shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, excluding the hull, not used in the construction of a permitted artificial reef site. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the GRANTEE when determining the removal and disposal costs for each derelict vessel.
- i. The GRANTEE agrees that all work shall be performed satisfactorily as determined by the COMMISSION by competent employees experienced and qualified to do the work specified in this Agreement, and that all work will be performed in accordance with the best commercial practices and without unnecessary delays. The GRANTEE and its subcontractors shall use suitable, modern equipment necessary for the satisfactory execution of this Agreement.
- j. The GRANTEE shall not be entitled to payment from grant funds for any designated derelict vessel for which the removal and disposal of same was accomplished prior to the award of the grant or subsequent to the close of the grant period established by the COMMISSION.
- k. The GRANTEE shall maintain insurance coverage, either through a self-insurance program or purchase of coverage from an authorized insurer, to protect the GRANTEE from any and all claims, including pollutant spillage and death, which may arise from operations under this Agreement. The GRANTEE'S insurance shall, at a minimum be sufficient to pay a claim or a judgement, or portions thereof, of \$200,000 per incidence or occurrence. The GRANTEE shall require any subcontractor to carry insurance coverage as necessary to protect the subcontractor and GRANTEE from any and all claims arising out of the subcontractor's participation in activities related to this program. Certificates of such insurance shall be subject to the approval of the COMMISSION for adequacy of protection and name the COMMISSION, the Board of Trustees of the Internal Improvement Trust Fund and the State of Florida as additional insureds. All certificates of insurance shall contain a provision that the insurance will not be cancelled for any reason except after thirty(30) days written notice to the COMMISSION'S project manager.
- l. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of GRANTEE'S employees connected with the work of this project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of GRANTEE's employees not otherwise protected. The GRANTEE agrees to supply the COMMISSION with proof of insurance, the types and coverage outlined by the COMMISSION. The GRANTEE shall provide to the COMMISSION a true copy of the insurance herein required prior to the execution of the related agreement through the issuance of a purchase order or the execution of a formal contract.

- m. Should the rightful owner be discovered, the GRANTEE shall make a reasonable effort to recover from the derelict vessel owner(s) all grant funded removal and disposal costs incurred pursuant to this Agreement. Any such recovered monies shall be reimbursed to the COMMISSION, with a check marked restitution of derelict vessel removal, and Agreement number 02167.

2. **Record Keeping Requirements**

The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principals. The GRANTEE shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

3. **Disposition, Progress Reports, and Change Orders of Derelict Vessels**

- a. The derelict vessels listed in the GRANTEE's "Derelict Vessel Listing", Attachment A, which is made part of this Agreement, shall be removed and disposed of by the GRANTEE to the extent grant reimbursement funds allow, unless during the time of removal a listed vessel is no longer on site, in accordance with the provisions of this Agreement.
- b. The COMMISSION may at any time, by written order designated to be a change order, make any change in the list of vessels to be removed under this Agreement. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the total amount of the grant shall require an appropriate adjustment and modification (**formal amendment**) to this Agreement. It is the intention of the COMMISSION and the GRANTEE that no evidence of any waiver or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this Agreement unless such waiver, or modification or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.
- c. The GRANTEE is required under the terms of this Agreement to submit **monthly progress reports** to the COMMISSION detailing the exact status of each derelict vessel with regard to the removal process. Such reports shall be due by the 15<sup>th</sup> of each month to the COMMISSIONS's Program Administrator until the *Disposition Certification of Completion* is submitted. Failure to make these progress reports to the COMMISSION shall be deemed a material breach of the Agreement and may subject the GRANTEE to cancellation of the Agreement.

4. **Reimbursements**

- a. The COMMISSION shall pay, on a cost reimbursement basis, to the GRANTEE, actual expenses incurred up to a total grant amount not to exceed **\$476,032** under this Agreement. Payment

requests and expenditure documentation shall be submitted in accordance with, and on the forms included in, the Grant and Contract Accountability Policy and in sufficient detail for a proper pre-audit and post-audit thereof. However, reimbursement to the GRANTEE shall be net of salvage as referenced in Paragraph 1(h). Salvage recovery must be documented as required by the COMMISSION. Reimbursement under this Agreement does **not** include travel or any administrative costs. The COMMISSION's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

- b. The request for compensation shall consist of; **A)** An invoice on the GRANTEE's letterhead, clearly marked "Invoice", that makes reference to FWC Grant Agreement number, **02167**; **B)** A visual verification of removal report entitled "Incident/Summary Report Narrative", (FWC/DLE-045A), from your district FWC office that indicates the derelict vessel(s) have been removed; **C)** Photograph's of the actual removal for each derelict vessel removed under this Agreement, and **D)** The form entitled "Disposition Certification" for Derelict Vessels completed, and notarized.
- c. Up to **two** invoices may be allowed under this Agreement. Under existing budget authority, the first invoice must be received no later than **June 10, 2003**, to assure the availability of funds for payment. A second and final invoice date may be extended by the COMMISSION, at its discretion, if budget authority is certified forward as outlined in the Term of Agreement section, and contingent upon satisfactory performance to date by the GRANTEE.
- d. Only eligible **costs** identified in the Grant and Contract Accountability Policy shall be allowable. All minor details necessary for proper completion of the work herein specified shall be accomplished by the GRANTEE without additional expense to the COMMISSION
- e. Verification of compliance with the grant terms and conditions must be completed by the COMMISSION, and payment will be authorized within 30 days after receipt by the COMMISSION of the required "Disposition Certification for Derelict Vessels", and a proper invoice with supporting schedules and documentation of allowable expenses incurred.
- f. Reimbursement shall be made in accordance with Comptroller Contract Payment Requirements as shown in the Department of Banking and Finance, Bureau of Auditing, Voucher Processing Handbook, Chapter 4.,C., I., attached hereto and made a part hereof as Attachment B. Unless a retroactive waiver for Project work has been approved by the COMMISSION, the GRANTEE understands and agrees that there shall be no reimbursement of funds for expenses incurred after November 15, 2003.

## 5. **Term of Agreement**

The grant period shall begin on the **date of execution**, and end no later than **November 15, 2003**. It is understood and agreed that budget authority for this Agreement ends **June 30, 2003**, and the COMMISSION's authority to authorize spending under the Agreement beyond that date is contingent upon certification forward of grant funds by the Governor's Budget Office, of which there is no guarantee. Therefore, the GRANTEE shall not be reimbursed for activities beyond **June 7, 2003**, unless and until notified otherwise by the COMMISSION. If grant funds are certified forward, the COMMISSION may, at its discretion, notify the GRANTEE by certified letter of the additional budget authority, and thereby authorize the GRANTEE to continue grant activities through the remaining term of the Agreement.

6. **Distribution of Funds**

Program funds shall be disbursed to the GRANTEE only after completion of the Project occurs and work is verified by COMMISSION staff. Payment will be made only for documented and verified costs. **The COMMISSION will not pre-approve or disburse any Program funds in advance. Failure to complete the Project and make final payment request to the COMMISSION within the stipulated period shall result in termination of this Agreement. Any funds not disbursed or expended by the end of the stipulated period are subject to the provisions of Chapter 216.301, Florida Statutes.**

7. **Monitoring**

The GRANTEE shall permit the COMMISSION, or its duly authorized representative, to monitor the removal and disposal of derelict vessels covered by this Agreement as deemed necessary by the COMMISSION.

8. **Liability**

Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

9. **Termination of Agreement**

- a. This Agreement may be terminated by either party, for failure to perform by the non-terminating party, by giving thirty (30) calendar days written notice to the other party. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of termination, the GRANTEE will not be reimbursed for any work performed after receipt of the written notice.
- b. The COMMISSION shall have the right to terminate this Agreement and demand refund of Program funds in the event of fraud, willful misconduct, or any breach of terms and conditions of this Agreement. Failure to comply with the provisions shall result in the COMMISSION declaring the GRANTEE ineligible for further participation in the Program.

10. **Public Records**

All records in conjunction with this Agreement shall be public record and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement.

11. **Non-Exclusive Basis**

As a condition of this agreement, the GRANTEE and /its subcontractors, if any, hereby covenant and agree not to discriminate against any individuals's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.

12. **Prohibit Lobbying Expenditure**

In accordance with Section 216.347, Florida Statutes, this Agreement strictly prohibits the expenditure of Derelict Vessel Removal Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

10. **Federal/Florida Single Audit Acts Requirements**

Effective July 1, 2000, the Florida Single Audit Act requires all non-State organizations who are recipients of State financial assistance to comply with the audit requirements of the Act, pursuant to Section 215.97, Florida Statutes. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment B, titled "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

11. **COMMISSION Management of Agreement**

The COMMISSION'S Project Manager is Boating Safety and Waterway Management Coordinator, Division of Law Enforcement, Boating Safety and Waterway Management Section, Phone 850-488-5600. The GRANTEE'S Project Manager is the Capital Projects Manager, Phone 904-491-3608. All matters shall be directed to the Project Managers for appropriate action or disposition.

14. **Correspondence Mailing Addresses**

Any and all notices shall be delivered to the parties at the following addresses:

GRANTEE

Nassau County  
Board of County Commissioners  
Capital Projects Manager  
213 Nassau Place  
Yulee, FL 32097

COMMISSION

Florida Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

15. **Public Entity Crime Vendors**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount under Category Two provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

16. **Prohibition of Discriminatory Vendors**

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a



contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17. **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.

18. **Jury Trial Waiver**

As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

19. **Laws of Florida, Severability, and Venue**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible each provision of this Agreement shall be interpreted in such a 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. The parties agree that Leon County, Florida, shall be the venue for all actions, at law or in equity, arising here from, to the exclusion of all other lawful venues.

20. **Waiver**

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power, or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

21. **Taxes**

The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

22. **Rights of Third Parties**

This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

23. **Assignment**

This Agreement is an exclusive agreement for services and may not be assigned in whole or in part without the written approval of the COMMISSION.

24. **Subcontracting**

The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the COMMISSION 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 COMMISSION 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.

25. **P.R.I.D.E.**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement shall be purchased from the corporation identified under chapter 946, Florida Statutes, if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), Florida Statutes; and for the purposes of this Agreement the person, firm or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

This "corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E) which may be contacted at:

P.R.I.D.E.  
12425 28<sup>th</sup> Street North  
St. Petersburg, Florida 33716  
Telephone: (727) 572-1987

26. **Prohibition against Contingent Fees**

The GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GRANTEE any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

27. **Complete Agreement**

This Agreement contains the complete Agreement between the COMMISSION and the GRANTEE and, as of the effective date hereof, shall supersede all other agreements, communications or representations, either verbal or written, between the COMMISSION and the GRANTEE.

The COMMISSION and the GRANTEE stipulate that neither of them has made any representations except such representations as are specifically contained within this Agreement. The COMMISSION and the GRANTEE further acknowledge that any payments or representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Agreement.



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

<u>Type</u>	<u>Description</u>
Attachment A:	Original Grant Application
Attachment B:	Comptroller Cost Reimbursement Requirements
Attachment C:	Requirements of the State and Federal Single Audit Acts

Revised

# Attachment A

## FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION DIVISION OF LAW ENFORCEMENT

### APPLICATION FOR DERELICT VESSEL REMOVAL GRANT

#### APPLICANT INFORMATION

Date January 11, 2002

- 1. Applicant: Nassau County Board of County Commissioners
  - 1. Federal Employment Identification Number: 591863042
  - 1. Project Manager: ~~Jack J. D'Amato, P.E.~~ Capitol Projects Manager  
Dawn Stevenson
  - 1. Title: ~~Director of Public Works~~
  - 1. Address: 213 Nassau Place, Yulee, Florida 32097  
DStevenson@
  - 1. Telephone: ( 904 ) 491-3606 Fax: (904) 491-2021 E-mail: ~~jdamoto@nassaucountyfl.com~~
  - 1. Computer Software:  Word,  Word Perfect,  MicroSoft Word,  other
  - 1. Total Grant Amount Requested: \$ 476,032.00
- Population of Jurisdiction: 57,633 Number of Registered Vessels: 4,100±
- House District #: 12 Senate District #: 4
- \*Total number of derelict vessels reported within the applicants jurisdiction: 1

\*Attach a copy of the Florida Fish and Wildlife Conservation Commission Derelict Vessel Report for each vessel to be considered for removal with grant funds. (Copies of these reports may be obtained from your local FWCC District Office.)

#### DISPOSAL METHOD

Method proposed for handling the removal and disposal of the designated Derelict Vessels:

Use of own resources  Use of contractual services

Specify proposed contractor, if known Sea Tech Marine International, Inc.

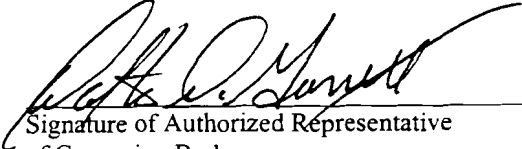
Additional disposal method comments, (if any):

Grant Agreement # \_\_\_\_\_ (Assigned By FWCC)  
DVGrant.199(7/1.99)

As duly authorized by the Nassau County Board of County Commissioners, I hereby make application on behalf of the applicant for a Derelict Vessel Removal Grant pursuant to 62N-16.029, Florida Administrative Code. I further certify that the above supplied documentation is correct to the best of my knowledge and that the grant applicant agrees to the conditions specified in this program.

Nassau County Board of County Commissioners  
GRANTEE

*Dawn Stevenson  
Project mgr.*

  
Signature of Authorized Representative  
of Governing Body

February 7, 2002  
Date

Walter D. Gossett  
Printed name of Authorized Representative

County Coordinator  
Title

( 904 ) 321-5782  
Telephone Number

SEAL

## ATTACHMENT A DERELICT VESSELS TO BE REMOVED

Photocopy this page if additional forms are needed. Mark through rows not used on this form.

DV # If not assigned, then *Case #	Estimated Length of Vessel	Projected cost of Vessel Removal and Disposal	Specify Designated Disposal Site, Landfill or Artificial Reef	Threat to Navigation or Environment?
	152 ft.	\$476,032.00	Nassau County Landfill	Environmental, Recreational & Navigation

\* All updated derelict vessel reports need to be submitted to the Commission prior to invoicing and reimbursement.

Grant Agreement # \_\_\_\_\_ (to be assigned by FWCC)

## ATTACHMENT B

### QUESTION REGARDING FY 1999-2000 FUNDING

1. Did the applicant participate in the Derelict Vessel Grant Removal Program this fiscal year? (If you answered "no", then please disregard Questions 2 thru 4).

No

1. Were the grant agreements, (3 originals), received from the Grantee back to FWCC for execution, within 90 days?

1. To what degree of commitment did the applicant maintain coastal waters free of derelict vessels, and seek administrative, criminal, or civil action against those owners who abandoned vessels in the waters of the state? Please explain.

1. How much money was reverted back to FWCC? Was the projected cost for vessel removal and disposal effective? Please explain.



**ATTACHMENT B**  
**Comptroller Contract Payment Requirements**  
**Department of Banking and Finance, Bureau of Auditing, Voucher Processing Handbook (10/07/97)**  
***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 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.
- (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.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

## ATTACHMENT C

### REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

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

#### Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, 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 Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff 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 Comptroller 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.

In the event that the recipient expends \$300,000 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. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission 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 Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

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.

If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

##### **(PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 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 Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission 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 Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$300,000 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 \$300,000 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).

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

None

### **PART IV: REPORT SUBMISSION**

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

The Commission at the following address:

Anthony Carro, Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

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

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

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

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Anthony Carro, Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

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

The Commission at the following address:

Anthony Carro, Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Anthony Carro, Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (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.

Contact the Commission's Audit Director, Anthony Carro, by phone at (850) 921-1794 or by email at [anthony.carro@fwc.state.fl.us](mailto:anthony.carro@fwc.state.fl.us)

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

**EXHIBIT – 1**

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

**None**

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

**None**

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

**None**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Derelict Vessel Removal Program
CSFA No.:	77.005
Recipient:	Nassau County Board of County Commissioners
Amount:	\$476,032

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

- A. Activities Allowed: Project removal activities must occur in state submerged land.**
  - B. Eligibility: Coastal County Governments of the State of Florida All FWC rules, policies and procedures as well as all state and federal rules must be complied with.**
  - C. Matching: Not required**
  - D. Period of Availability of State Funds: The Recipient must complete and have made final payment request to the Commission within the time specified in the contract.**
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