

SEA TURTLE CONSERVANCY

GRANT AGREEMENT No. FtL-001

THIS AGREEMENT is entered into between “the Parties”, SEA TURTLE CONSERVANCY, whose address is 4581 NW 6th Street, Suite A, Gainesville, FL 32609 (hereinafter referred to as “STC”) and CITY OF FORT LAUDERDALE, whose address is 100 N Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as the “GRANTEE”).

WHEREAS, STC is working in coastal regions of Florida to distribute funding made available through the National Fish and Wildlife Foundation, which seeks to fund the efforts of willing private beachfront property owners, associations and property managers in Florida to improve the management of artificial lights along the coast in order to protect nesting sea turtles and their hatchlings while still providing proper levels of light for human health and safety;

WHEREAS, the GRANTEE has chosen of its own free will to accept funding in order to make lighting changes that benefit sea turtles and people (hereinafter referred to as the PROJECT);

WHEREAS, the individual signing this Grant Agreement certifies that he is either the owner or the legal representative of the properties called ‘CITY OF FORT LAUDERDALE’ located at 100 N Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as the PROPERTY), and has authority to accept funding and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article I. Representations

The Parties hereby represent, covenant, and warrant that they have full authority to execute this Grant Agreement and that the execution of this Grant Agreement shall not knowingly constitute a breach of the Parties’ obligations under any other agreement or contract to which it is a party or by which it is bound. The Parties further represent, covenant, and warrant that this Grant Agreement has been duly executed in accordance with their respective procedures and laws.

Project Summary and Deliverables

The GRANTEE shall fully and timely complete the PROJECT at the PROPERTY, including the purchase and installation of all lighting modifications as described in Attachment B and provide STC with a Final Report and photo documentation of the completed project. GRANTEE shall also provide reasonable access to the property by STC or its Agent in order to inspect and document the performance of the new lights, as long as STC provides at least two days advance notice of the request for access to the property.

Article II. Period of Performance

The period of performance of this Grant Agreement shall commence upon execution by both parties and end on April 29, 2022, inclusive. The PROJECT must be completed by the expiration date of this Agreement, including the installation of all fixtures paid for by this Grant, submission of all reports and deliverables (Attachment D); however, GRANTEE is encouraged to begin acquiring and installing the lighting fixtures described in Attachment B as soon as this Agreement is executed. The Term of this Agreement is ten (10) years from when the first Grant Amount is paid per below. The GRANTEE may request to extend the original Grant Agreement end date by completing and submitting a time extension form supplied by STC. The request must be made prior to the original Grant Agreement end date and is not valid until the form is approved and signed by STC.

Amount of Grant, Matching Funds and Use of Funds

1. In consideration for performance of the work described herein, STC shall pay the GRANTEE a total of **\$16,670.00** (hereinafter referred to as the “Grant Amount”) to support the Project, distributed according to the following schedule: **100%(\$16,670.00)** upon execution of Agreement and guarantee to complete Project Report and Deliverables that are due no later than April 29, 2022.
2. Project Budget proposed by the GRANTEE and approved by the STC is attached and made a part of the Grant Agreement (Attachment A).
3. Financial Reports must include a signed copy of the Financial Statement (Attachment D).
4. The GRANTEE is required to report Matching Contributions in the Final Project Report (see Attachment D). Matching Contributions must meet the following criteria: 1) must be non-federal in nature and not presented as match to any other federal program(s); 2) must be committed directly to the Project and used within the Period of Performance (Article III); and 3) must be voluntary in nature.
5. No funds provided by the STC pursuant to this grant agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, terrorist activities, or activities in violation of the Foreign Corruption Practices Act.
6. By granting funding hereunder, STC does not make any warranty, guarantee, or any representation whatsoever regarding any of the work performed hereunder. STC will receive lighting project results, reports, data, and deliverables “as is” without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, product performance and fitness for a particular purpose.

Article III. Modification or Amendment

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless approved in writing by both parties.

Article IV. Project Information Dissemination

The GRANTEE agrees to acknowledge the role of funding from the “*Sea Turtle Conservancy and the National Fish and Wildlife Foundation*” in any publicity related to this project, and to include the language below on any and all publications, signage, or documents produced pursuant to this Agreement. All reports and information dissemination must contain the following wording (6 point minimum font size):

Funded (in whole or in part) by a grant awarded from the Sea Turtle Conservancy through the National Fish and Wildlife Foundation.

Article V. Points of Contact

The Parties shall direct all matters arising in connection with the performance of this Grant Agreement to the attention of the following:

For STC:

Emily Asp
Lighting Project Specialist
Sea Turtle Conservancy
4581 NW 6th St, Ste A
Gainesville, Florida 32609
Phone: 352-373-6441
Fax: 352-375-2449
Email: emily@conserveturtles.org

For GRANTEE:

Tom Green
Project Manager, Parks & Recreation
City of Fort Lauderdale
701 S Andrews Ave.
Fort Lauderdale, FL 33316
Phone: 954-828-4008
Email: TGreen@fortlauderdale.gov

Article VI. Financial Records

1. The books and accounts, files, and other records of the GRANTEE which are applicable to this Grant Agreement at all times and during the Term of this Grant Agreement, shall be available for inspection, review, and audit by STC or its selected representatives, including independent certified public accountants, to determine the proper application and use of all funds paid to or for the account or benefit of the GRANTEE. Monitoring procedures may include, but are not limited to, on-site visits by STC staff upon 2 days notice to representative identified in Article V – Points of Contact. STC recognizes and acknowledges that all such records shall be subject to Florida Public Records Law, Section 119.0701, Florida Statutes, as amended.

2. The GRANTEE assumes sole responsibility for reimbursement to STC the full amount of any expenditures disallowed through audit exception or some other appropriate means determining that expenditures from funds granted to the GRANTEE for direct and/or indirect costs were not made in compliance with this Grant Agreement or generally accepted accounting principles.

Article VII. Liability & Insurance

Except in instances of negligence or willful misconduct by STC, its agents, officers and/or its employees, GRANTEE agrees to hold STC, its Board, staff, volunteers, contractors and agent harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting from the implementation and maintenance of the PROJECT.

The GRANTEE agrees to maintain the fixtures installed through this agreement in good working order during the Term of the Agreement, stated previously as ten (10) years. To avoid unintentional harm to sea turtles and other protected wildlife, it is the intent of this agreement that Attachment B and any Addendums are adhered to throughout the year and not just during sea turtle nesting season. If additional lighting is required or desired by GRANTEE in its sole discretion and/or any modifications are made to the lighting fixtures described in Attachment B, GRANTEE agrees to install lights that meet the same level of sea turtle friendly compliance as those lights covered by this Agreement. Upon request by the GRANTEE, STC agrees to provide guidance to the GRANTEE to help ensure that lighting at the property remains compliant with sea turtle friendly guidelines. GRANTEE is responsible for obtaining any permits necessary for completing the PROJECT and otherwise abiding by any local or state lighting and/or construction ordinances. During the Term of Agreement, GRANTEE is not permitted to make changes to its lighting, landscaping, pool area, amenities, or otherwise which might unreasonably impact the Project or frustrate the purpose of this Agreement as stated in the recitals without obtaining approval from STC, which said approval shall not be unreasonably withheld by STC or its designee.

Article VIII. Default, Termination & Remedies

1. If GRANTEE fails to fulfill its obligations under this Grant Agreement in a timely and proper manner, STC shall have the right to terminate this Grant Agreement by giving written notice of any deficiency and by allowing GRANTEE ten (10) days to correct the deficiency. If GRANTEE is unable to correct deficiencies within ten (10) days, STC may terminate this Grant Agreement.

2. Either party may terminate the Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, at least 10 days prior to the termination date specified in this agreement.

3. In the event of termination, GRANTEE shall reimburse STC the difference between the Grant Amount received and the amount incurred by GRANTEE including all costs and uncancelable obligations incurred in accordance with this Agreement for work satisfactorily performed as of the effective date of termination. STC, or its designee, will not unreasonably

withhold approval of those portions of the project that have been performed satisfactorily prior to termination.

4. A default under this Grant Agreement shall include, without limitation, the following:

- a) If GRANTEE files for bankruptcy, makes a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
- b) If GRANTEE disregards laws, ordinances, or otherwise fails to comply with any material provision of this Grant Agreement or commits a substantial violation of the provisions of this Grant Agreement.
- c) GRANTEE fails to timely provide the work or deliverables as described herein.

5. GRANTEE shall not be held liable to STC for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond GRANTEE's control), including, without limitation, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; or inability to obtain transportation or necessary materials in the open market. GRANTEE shall promptly notify STC in the event of such a condition and the anticipated period of non-performance, which shall not exceed ten (10) days. If any such period continues for ten (10) days or more GRANTEE shall have the right to terminate this Grant Agreement upon ten (10) days prior written notice to STC. In this event, GRANTEE shall reimburse STC the difference between the Grant Amount received and the amount incurred by GRANTEE including all costs and uncancelable obligations incurred in accordance with this Agreement for work satisfactorily performed and accepted by STC as of the effective date of termination.

Article IX. Relationship Between The Parties

1. It is understood and agreed that the work of GRANTEE will be rendered as an independent grant recipient and not as an agent or employee of STC and that no employee, agent, subcontractor, or assign of GRANTEE shall be deemed for any reason to be an employee, agent, subcontractor, or assign of STC. In this regard, and without limitation, GRANTEE and employees, agents, subcontractors, or assigns shall not be deemed to be employed by STC for purpose of any tax or contribution levied by the Federal Social Security Act or any corresponding State law with respect to employment or compensation for employment.

2. Nothing in this Grant Agreement shall be interpreted to establish any relationship between STC and GRANTEE other than that of an independent grant provider and recipient.

Article X. General Provisions

1. GRANTEE, its employees, subcontractors or assigns, shall fully comply with all applicable federal, state, and local laws and regulations relating to the performance of work in accordance with this Grant Agreement.

2. It is further understood and agreed this Grant Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or other formal or informal

business organization of any kind. The rights and obligations of the Parties shall be only those expressly set forth herein. Furthermore, neither Party shall have authority to bind the other Party.

3. During the term of this Grant Agreement, this Grant Agreement may not be assigned, delegated or otherwise transferred by the GRANTEE in whole or in part without the prior written consent of STC.

4. This Grant Agreement contains all of the agreements, representations, and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the work set forth herein.

5. If any part, term, or provision of this Grant Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Grant Agreement, the validity of the remaining portions of the provisions shall not be affected thereby.

6. This Grant Agreement shall be enforced and interpreted under the laws of the State of Florida. Any disputes shall be resolved in the courts of Alachua County, Florida. Each party shall be responsible for its own legal costs and attorneys fees regardless of whoever prevails in court.

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed by their properly and duly authorized representatives.

SEA TURTLE CONSERVANCY

CITY OF FORT LAUDERDALE

By: David Godfrey
(type name)

By: Christopher J. Lagerbloom, ICMA-CM
(print name)

(signature)

(signature)

Title: Executive Director

Title: City Manager

Date: _____

Date: _____

Witness:

Witness:

By: _____
(print name)

By: _____
(print name)

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENTS

List of Attachments included as part of this Agreement:

Attachment A: Project Budget
Attachment B: Summary of lighting work to completed under this PROJECT
Attachment C: W-9 Form
Attachment D: Final Project Report Template & Final Financial Statement Form

Deliverables

- Final Project Report (see Attachment D).
- Final Financial Statement and Report (Attachment D).
- Digital photographs documenting project (see Attachment D).
- Receipts for equipment purchases and installation (see Attachment D).

Attachment A
BUDGET

Item	Estimated Cost
The Sea Turtle Conservancy (STC) has agreed to pay for 100% of the estimated cost of the sea turtle friendly fixtures and bulbs outlined in this grant agreement. The cost estimate details are outlined in the sales quote(s).	\$12,420.00
STC has agreed to pay for the installation costs outlined in the attached quote. The grantee will install all fixtures and bulbs as outlined in the Attachment B Project Summary.	\$4,250.00
Total Awarded	\$16,670.00

ATTACHMENT B

PROJECT SUMMARY

PROJECT SUMMARY AND EXPECTATIONS:

This project is being conducted to improve the sea turtle friendliness of the pedestrian streetlights located on the east side of State Road A1A in the City of Ft. Lauderdale. The following fixtures and services will be carried out as part of this project.

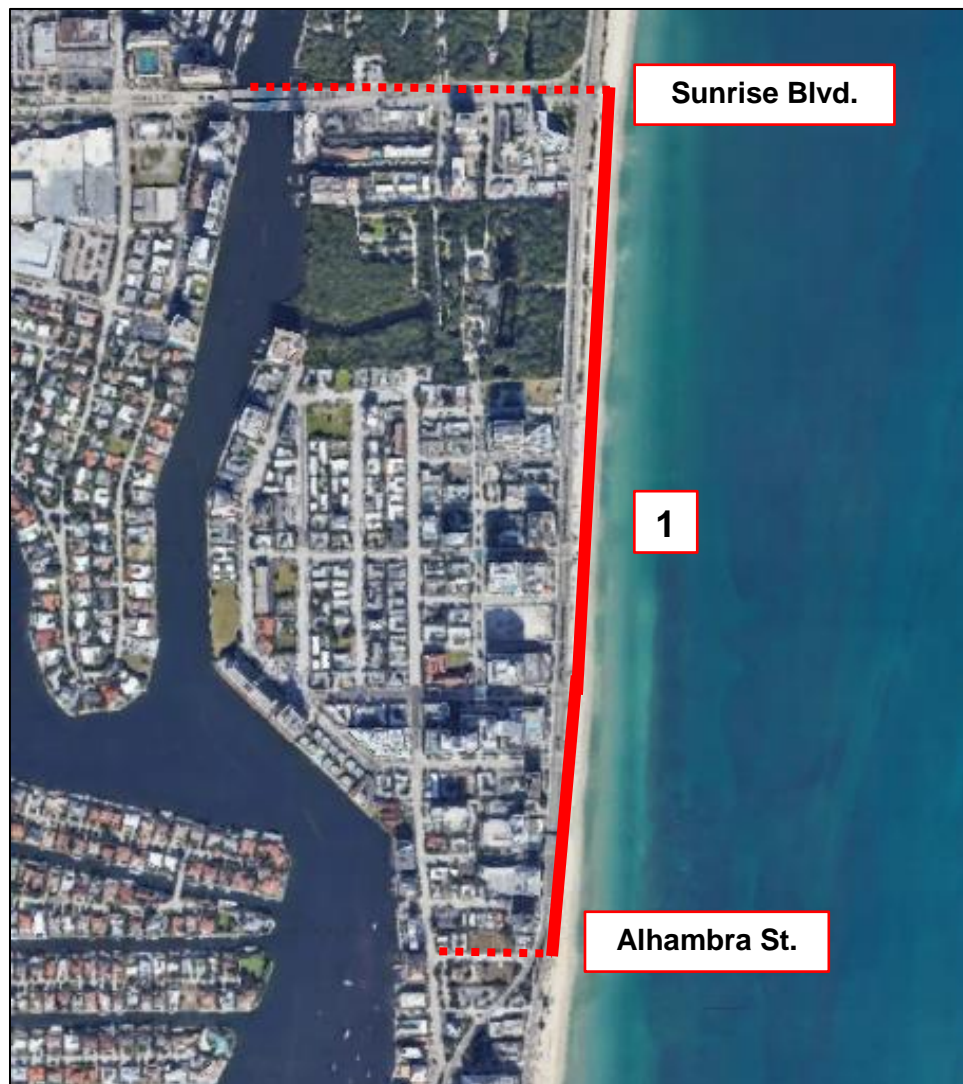


Figure 1: Aerial map of the City of Ft. Lauderdale highlighting the locations of lights along State Road A1A from Sunrise Blvd. to Alhambra St. that are the focus of this project. The number on the map refers to the categories of areas listed below.

1. PEDESTRIAN STREETLIGHTS

Retrofit the existing pedestrian streetlights located along the east side of State Road A1A from Sunrise Blvd. to Alhambra St. (Figure 2) with the following:

- Artec Manufacturing 270 degrees 8 inch Aluminum External Shield, Black (108 shields)

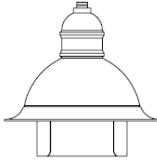


Figure 2: Photo of the existing pedestrian streetlights located along the east side of State Road A1A from Sunrise Blvd. to Alhambra St., circled in red.

Based on the plan outlined above, the cost for sea turtle friendly fixtures and amber LED bulbs is \$12,420.00. The Sea Turtle Conservancy (STC) has agreed to pay for 100% of the estimated cost of the sea turtle friendly fixtures and bulbs outlined in this grant agreement.

Based on the quote provided, STC has agreed to pay \$4,250.00 for installation charges. The grantee has agreed to install all fixtures and bulbs as outlined. This brings the total of the grant to \$16,670.00 including installation. Changes to the lighting plan must be approved by STC.

Special Notes:

Additional funding for installation costs incurred by the grantee can be used as matching funds towards the project.

If any issues arise regarding the fixtures or bulbs purchased through this grant, please contact the manufacturer or distributor directly.

Fixture/Bulb	Quantity	Comments
Artec Manufacturing 270 degrees 8 inch Aluminum External Shield, Black AMF-2000471	108	108 – pedestrian streetlights



SESCO
LIGHTING

NATIONAL ACCOUNTS

222 W Maitland Blvd
Maitland FL 32751
P 407-629-6100 | F: 407-629-6213

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

To:	Job/Project Name:
SEA TURTLE CONSERVANCY	EAST SIDE OF SR A1A
DESTIN FL	

Contractor:	Bid Date:	Location:
		FORT LAUDERDALE, FL
Specifiers:	Contact Name:	Type:

Remarks:

Qty	Type	Mfg	Description	Unit Price	Ext Price
108		ARTECM	8IN 270 DEGREE SHIELD FOR CITTA FIXTURE, POWDER COATED BLACK	\$115.00	\$12,420.00

PRICING VALID UNTIL 10/01/2021

TOTAL: \$12,420.00

Prices Firm for Entry By:	Shipment By:	Lead Time:
30 Days		Varies by Mfg
Printed By:	Email:	Date:
Cabrera, Jensen	jcabrera@sescolighting.com	9/7/2021

- > Price per BOM only
- > Complete quote must be used; no partials
- > Spare material, allowances, dimmers and sales tax NOT included unless noted
- > Prices include standard finishes only unless noted
- > Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
- > Pole wind load calculations do not include structural base engineering
- > Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
- > All warranties as per manufacturers terms
- > All shipments FOB origin
- > Deposits may be required as noted at time of breakdown
- > Quotation valid 30 days
- > Hold for Release orders do not secure project pricing but may be required for factory drawings
- > Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time



Estimate

EST-004543

Transportation Solutions & Lighting, Inc.

980 North Federal Highway
Suite 110
Boca Raton, Florida 33432

Bill To

City of Fort Lauderdale

100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Estimate Date : 20 Jul 2021

Expiry Date : 31 Dec 2021

Subject :

A1A light shields

#	Item & Description	Qty	Rate	Amount
1	Electrical Services - Lighting Installation SKU : TSLELEINS Installation of new shields on 54 double headed poles located on A1A in Ft. Lauderdale Beach. Hourly rate.	50.00	85.00	4,250.00
			Sub Total	4,250.00
			Total	\$4,250.00

Notes

Proposal prepared for Tom Green



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8013875578C-1	07/31/2017	07/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF FORT LAUDERDALE
100 N ANDREWS AVE STE 619
FORT LAUDERDALE FL 33301-1016

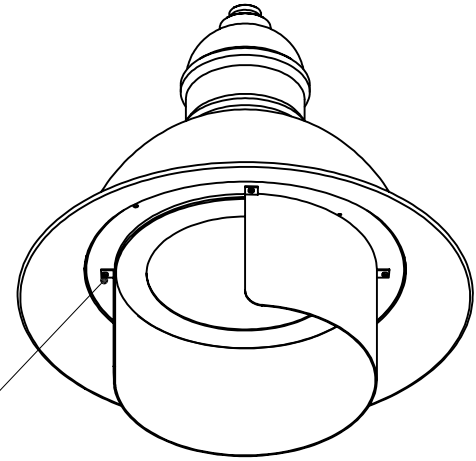
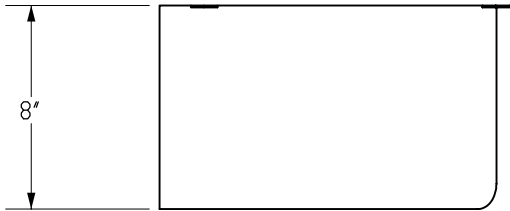
is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



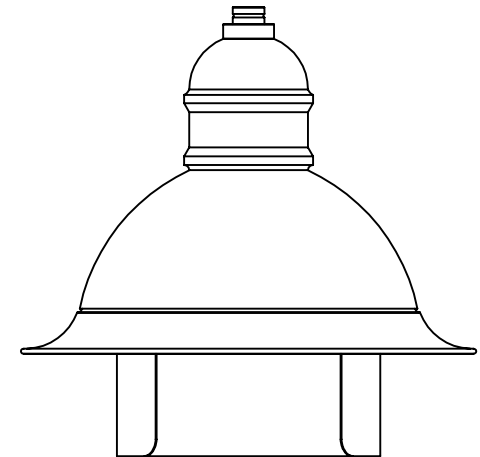
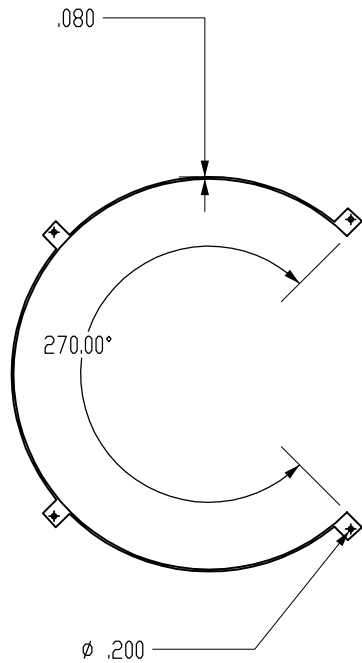
Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



(4) #10
18-8 Stainless Steel Phillips Rounded
Head metal self-tapping screws
(by others)



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DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL $\pm 1/16$ ANGULAR MACH $\pm 1/2^\circ$ BEND $\pm 1^\circ$ TWO PLACE DECIMAL ± 0.02 THREE PLACE DECIMAL ± 0.005		NAME	DATE	ARTEC MANUFACTURING		699 W 17 Street
	DRAWN:	JH	10/9/20	artec@artecmanufacturing.com		Hialeah, FL 33010
	CHECKED			TITLE: 270° EXTERNAL SHIELD FOR CITTA LUMINAIRE		TEL: 305 888 4375
	ENG APPR.					
	MFG APPR.			DWG. NO.		
MATERIAL	ALUMINUM	Q.A.		SCALE:		SHEET 1 OF 1
FINISH	POWDER COATED PAINT					