

RESOLUTION NO. 2008-360

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE TOGETHERGREEN FELLOWS GRANT FOR A CONSERVATION ACTION PROJECT AND AUTHORIZES THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Amy Gilboy Meide, Land Management Coordinator, Environmental Division applied for and received the Audubon/Toyota TogetherGreen Fellows Grant to put towards a Conservation Action Project within St. Johns County; and

WHEREAS, the amount of the Grant is \$10,000; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Grant Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part here of; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Audubon/Toyota TogetherGreen Fellows Grant for a Conservation Action Project at the St. Johns Golf Club and authorizes the County Administrator to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of December, 2008.

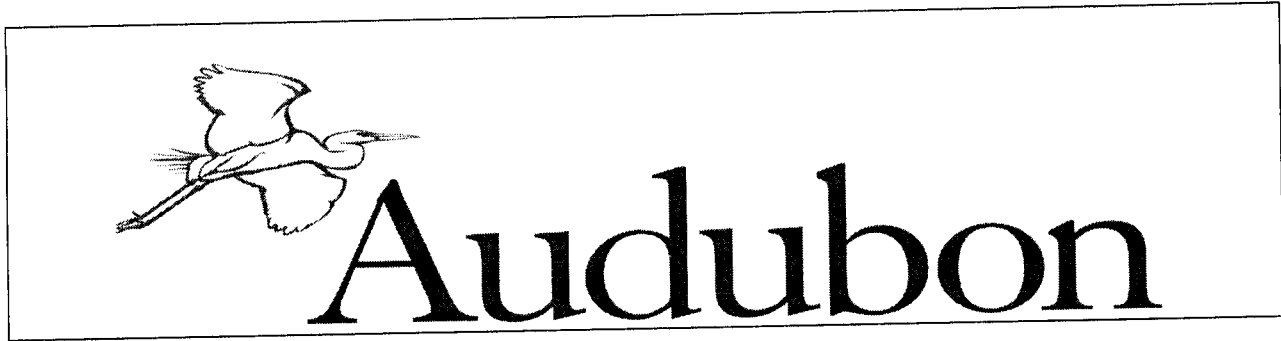
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

Attest: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 12/18/08



GRANT AGREEMENT

THIS GRANT AGREEMENT is hereby made by and between National Audubon Society, Inc. ("Audubon") and St. Johns County ("Contracting Party") according to the following terms and conditions:

I. AUDUBON: Audubon is identified as follows:

National Audubon Society, Inc.
225 Varick Street, 7th Floor
New York, New York 10014

TogetherGreen Project Manager's Name: ANNE FERGUSON

Address: 1150 Connecticut Ave, NW
Washington, DC 20036

Business Telephone: 202-861-2242- x-3046

II. PROJECT TITLE: Greening of the Greens at the St. Johns Golf Club

III. RECIPIENT: The RECIPIENT is identified as follows:

Name of Organization: St. Johns County
Fellow/Project Manager's Name: Amy Gilboy Meide

Address: 500 San Sebastian View
St. Augustine, FL 32084

Business Telephone (904) 209-0802
Business Fax (904) 209-0803
E-mail ameide@sjcfl.us

IV. PROJECT DESCRIPTION: Recipient shall use the funds provided under this Grant Agreement to accomplish the project described in TogetherGreen Conservation Leadership Program application (the "Project Description").

Recipient shall use the funds provided for by this Grant Agreement only for those specific purposes described in the Project Description as approved by Audubon, unless otherwise agreed in writing by Audubon. Recipient shall obtain Audubon's prior written consent in advance of any material changes to the Project Description or changes to any line items in the Budget in excess of 10%.

All work under this Grant Agreement shall comply with all relevant laws, regulations and requirements, including, but not limited to, those laws, regulations and requirements listed in the provisions of Section VII (13) below, attached hereto and incorporated herein. All funds provided to Recipient pursuant to this Grant Agreement shall be expended on the Project, and shall in no way be used to compensate Recipient. Recipient shall use its best efforts to cooperate with any third parties evaluating Recipient's Project at Audubon's request, including but not limited to, Clemson University.

V. TERMS OF PAYMENT:

1. Audubon shall disburse to Recipient a total of [\$10,000] in the following manner: Audubon will disburse to Recipient (i) an initial 80%, or [\$8,000] upon Audubon's receipt of a fully-signed copy of this Grant Agreement, and (ii) a 20%, or [\$2,000], within 30 days after Audubon's receipt of the Final Report described in Section VII.3 below.

VI. TERM: This Grant Agreement will take effect on the date of the last signature date of this Agreement and will terminate on December 31, 2009, unless terminated earlier in accordance with the terms of this Grant Agreement.

VII. CONDITIONS: In accepting this Grant Agreement, Recipient hereby agrees to the following terms and conditions:

1. Recipient shall use the funds provided for herein only for those specific purposes described in the Project and approved by Audubon, unless otherwise agreed in writing by Audubon.
2. Recipient hereby certifies that it is tax-exempt under Section 501(c) (3) of the Internal Revenue Code and is registered with the appropriate state authorities.
3. Recipient shall provide Audubon with a progress report by April 15, 2009 (each such report and accounting, the "Midterm Report"), and a final activity report and full accounting by January 30, 2010 (the "Final Report" and together with each Midterm Report, the "Reports"). All Reports shall be in the form as directed by Audubon at the Conservation Leadership Institute Training for Recipients and shall describe, at a minimum, current expenditures, total expenditures to date, cash balance, projected expenses, and a comparison of such expenditures to the Budget. Recipient shall return any funds remaining upon completion of the Project to Audubon within thirty (30) days of completion. Timely delivery of the Reports shall be deemed a material term of this Grant Agreement. Failure to submit timely Reports may result in termination of this Grant Agreement; failure to submit a timely Final Report may result in a Audubon's demand for reimbursement of prior disbursements to Recipient.
4. Audubon shall have the right to audit all of Recipient's financial records pertaining to this Grant Agreement.
5. At Audubon's option, Audubon has the right to claim ownership of any equipment purchased by Recipient with funds provided for hereby. Any equipment not permitted by Audubon to be retained by Recipient must be returned at the time of the Project's completion or disposed of in accordance with Audubon's instructions.

6. All right, title and interest in and to data collected pursuant to this Grant Agreement (the "Data") shall be owned jointly by Audubon and Recipient. Both parties shall have the right to use, reproduce, distribute and make derivative works from the Data without reference to the other party. Other copyrightable materials (the "Materials") created pursuant to this Grant Agreement shall be owned by Audubon. Material shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Recipient, its employees, agents, or subcontractors.
7. Recipient will give appropriate credit to Audubon and Toyota Motor North America, Inc. ("Toyota") for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. Recipient will provide Audubon with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by TogetherGreen, an Audubon program with funding from Toyota."*
8. Recipient may publish or make a presentation on the research results from the Project within a reasonable length of time after the completion of the Project; provided, however, that prior to any such publication or presentation, Recipient will provide a copy of the proposed material to Audubon for advance review, protection of any intellectual property described therein, and for deletion of any inadvertently-included Audubon confidential information. Upon receipt, Audubon may request an additional reasonable delay from the date of Audubon's receipt of Recipient's document. Recipient will forward two copies of any such publication to Audubon.
9. Notwithstanding anything to the contrary contained in this Grant Agreement, should the Recipient fail to comply with any of the conditions of this Grant Agreement, Audubon may, at its sole discretion, immediately terminate this Grant Agreement. In the event of termination, Audubon may cancel all unpaid installments under this Grant Agreement. Audubon also reserves the right to recall all unexpended funds or be reimbursed by Recipient for prior disbursements should Audubon, in its sole discretion, determine that funds have been expended in violation of the terms of this Grant Agreement. Audubon will provide Recipient with written notice of such termination, the reasons therefore and the amount of all funds to be returned or reimbursed for prior disbursements. Recipient shall return or reimburse Audubon for such funds within thirty (30) days of receipt of such notice. This Grant Agreement may also be terminated by mutual agreement.
10. Recipient is expected to behave humanely toward animals encountered in fieldwork, and Recipient's behavior will be evaluated in this regard by Audubon. Recipient should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:

"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."
11. Recipient has no authority to enter contracts or agreements on behalf of Audubon without Audubon's prior written consent. This Grant Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that Recipient (or any of its employees or associates) is not an employee of Audubon and nothing in this Grant Agreement confers such employee status upon Recipient or any of its employees or associates. Recipient acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. Recipient declares that Recipient has complied with all federal, state, and local laws regarding, and has obtained, all business permits and licenses that may be required to carry out the work to be performed under this Grant Agreement.

12. (a) Recipient shall comply and ensure that any subrecipients comply, with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State of Florida or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Grant Agreement.

(b) Recipient certifies that there was no conflict of interest in its application for this Grant Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.

(c) Recipient certifies that there was no conflict of interest in its application for this Grant Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.

(1) Recipient certifies that the Recipient will not:

- A. Attempt to influence legislation or support lobbying within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or
- B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., State, and local laws with regard to non-discrimination with respect to individuals working under this Grant Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin, veteran status or any prohibited basis.

13. To the extent permitted by law, recipient agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Recipient, its agents or employees in the performance of this Grant Agreement.

14. This is the entire Grant Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.

15. This Grant Agreement shall not become effective unless and until is duly executed by the parties hereto.

16. This Grant Agreement is entered into in the State of Florida and shall be construed in accordance with the internal substantive laws of Florida applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State of Florida and County of St. Johns; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

NATIONAL AUDUBON SOCIETY, INC. (to be signed on return to National Audubon Society)

Judy Braus
Vice President, Education & Centers

Date: _____

ST JOHNS COUNTY, FLORIDA, A political subdivision of the State of Florida:

By: _____
Michael D. Wanchick
County Administrator

Date: _____