

TNC Accounting Information	
Center/Subcenter #:	2090089333-0002
Account #:	
Prime Grant:	No number

**March 21, 2013**

**Max Dersch  
Manatee County Natural Resources Department  
415 10<sup>th</sup> Street West  
Bradenton, FL 34205**

Re: Grant – Duette Preserve

Dear Mr. Dersch:

We are very pleased to inform you that The Nature Conservancy (the "Conservancy") has agreed to make this Grant to **Manatee County** ("Grantee") in the amount of **\$12,840** ("the Grant"). This Grant is made under the Florida Scrub-Jay Conservation Program Fund Memorandum of Understanding between U.S. Fish and Wildlife Service and The Nature Conservancy for creating a funding mechanism for the conservation of the Florida scrub-jay, dated March 29, 2006 ("Prime Award"). The Grant is also subject to the "Standard Grant Conditions" set out on the attached form (Attachment A).

**Purpose of this Grant.**

This Grant will provide funds for the Grantee's rollerchopping activities at Duette Preserve ("Program"). Specifically, Grantee shall use the Grant to pay for contracted rollerchopping. This grant will fund the contracted cost of rollerchopping of approximately 200 total acres and contracted oversight/coordination thereof by a biologist to benefit the areas currently identified by county staff as supporting existing scrub-jay groups. The approximate locations of the areas which may be treated are depicted on the attached maps (Attachment B).

**Term.**

This Grant shall start on **April 1, 2013** and shall expire on **December 1, 2014**.

**Reporting and Due Dates.**

The Grantee shall submit a **Final Programmatic report** consisting of the dates the fireline installation occurred, a map of the areas where the installation occurred, and the total amount paid to the contractor(s); the report is due March 1, 2015.

The Final Programmatic report shall be submitted to **Angela Klug, Director of Real Estate, The Nature Conservancy, 222 S. Westmonte Drive, Suite 300, Altamonte Springs, FL 32714**.

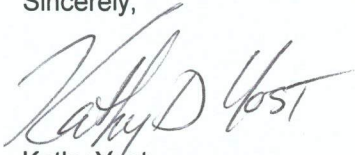
**Payment Amount and Schedule.**

a. For all of the activities described above, the Conservancy shall pay the Grantee a fixed price total of \$12,840.

b. Payments will be sent to the Grantee by check payable to the Grantee.

Please indicate the County acceptance of the terms of this letter and accompanying Grant Conditions by having the this letter signed below as well as the enclosed duplicate original and returning a fully executed copy to the Conservancy. Thank you.

Sincerely,



Kathy Yost  
Director of Operations  
Florida Chapter

Accepted and agreed to:

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

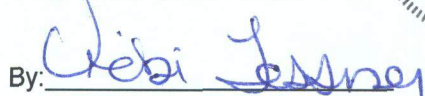
By:  \_\_\_\_\_

Print name: John Chappie

Title: Vice-Chairman

Date: April 9, 2013

Attest: R.B. Shore  
Clerk of the Circuit Court

By:  \_\_\_\_\_  
Deputy Clerk



## **Attachment A**

### **I. PROVIDING FUNDS TO OTHERS**

The Grantee is prohibited from using the Conservancy's funds and/or assets for grants or contracts to others without the Conservancy's written permission. In addition, this Grant may not be assigned by the Grantee in whole or in part without the prior written consent of the Conservancy.

### **II. NO AGENCY**

No legal partnership or agency is established by this Grant. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

### **III. TERMINATION AND REMEDIES**

The Conservancy shall have the right to terminate this Grant by giving 30 (thirty) days written notice to the Grantee of intent to terminate. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if in the judgment of the Conservancy the Grantee defaults in performance of Grantee duties under this Grant, whether for circumstances within or beyond the control of the Grantee, the Conservancy may immediately terminate this Grant by written notice to the Grantee. Upon receipt of the termination notice from the Conservancy, the Grantee shall take all necessary action to cancel outstanding commitments relating to the work under this Grant. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay any obligations incurred by the Grantee that could not reasonably be canceled. Any Grant funds not expended or committed at the time of termination must be returned to the Conservancy. If at any time the Prime Grant is terminated, this Grant shall also be automatically terminated as of the termination date of the Prime Grant.

### **IV. LOBBYING AND POLITICAL CAMPAIGNING**

The Grantee shall not use any portion of funds transferred under this Grant to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this Grant. Should Grantee and the Conservancy agree to such lobbying activities, Grantee shall comply with all local, state and federal laws related to lobbying, including but not limited to registration with regulating agencies, public reporting and disclosures, fundraising and expenditure activities, media and advertising, tax obligations, elections and campaigns.

The Grantee shall not use any portion of funds transferred under this Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of the law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

### **V. COMPLIANCE WITH LAWS**

The Grantee represents, warrants, and agrees that, in connection with the transactions contemplated by this Grant: (a) the Grantee can lawfully work in the United States; (b) the Grantee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Grant) any permits or licenses required for the Grantee's services under this Grant; and (c) the Grantee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Florida, and any other jurisdiction(s) in which the Grantee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Grantee under this Grant (in each case, an "Applicable Law"). The Grantee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.

**VI. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS**

The Grantee certifies that none of the funds received under this Grant directly or indirectly funds terrorist activities and that it is not involved in, nor does it fund, either directly or indirectly, any terrorist activities

**VII. EXPENDITURE LIMITED TO DESIGNATED PURPOSES**

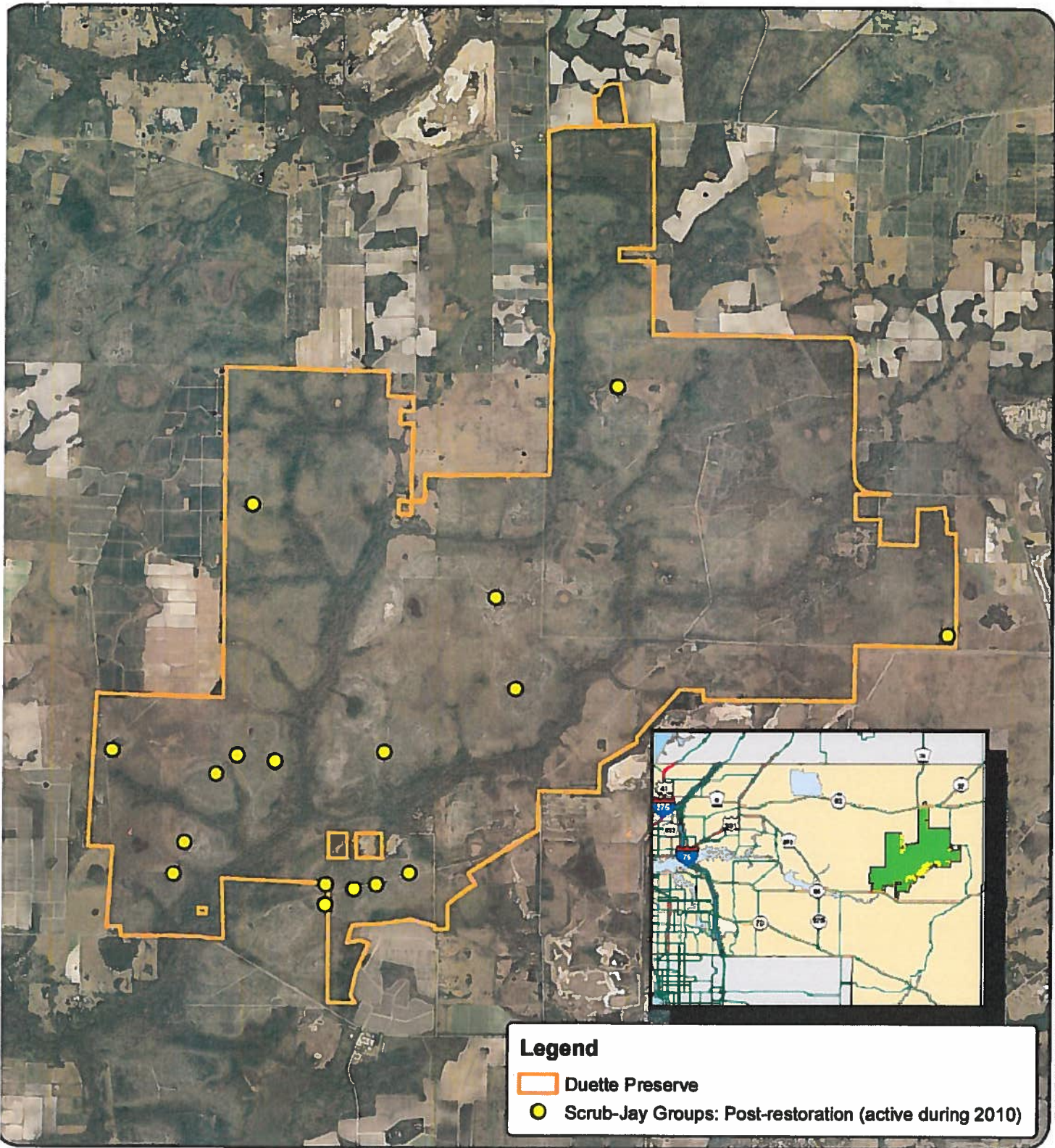
Grant funds may be spent only in accordance with the provisions of the Grantee's funding request and budget submitted to the Conservancy. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy.

**VIII. BINDING EFFECT/AMENDMENTS**

This Grant shall become binding when signed by the parties. This Grant supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Grant between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

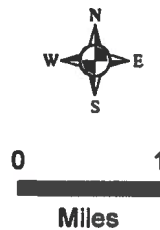
**IX. LIABILITY/INSURANCE**

The work to be performed under this Grant shall be performed entirely at the Grantee's risk. The Grantee agrees to indemnify and hold the Conservancy harmless for any and all liability or loss arising in any way out of the performance of this Grant. The Grantee shall carry appropriate workers' compensation, hazard and liability insurance coverage written on an occurrence basis during the term of this Grant.



**Duette Preserve  
Manatee County, Florida**

**Figure 5  
Scrub-Jay Group Locations**



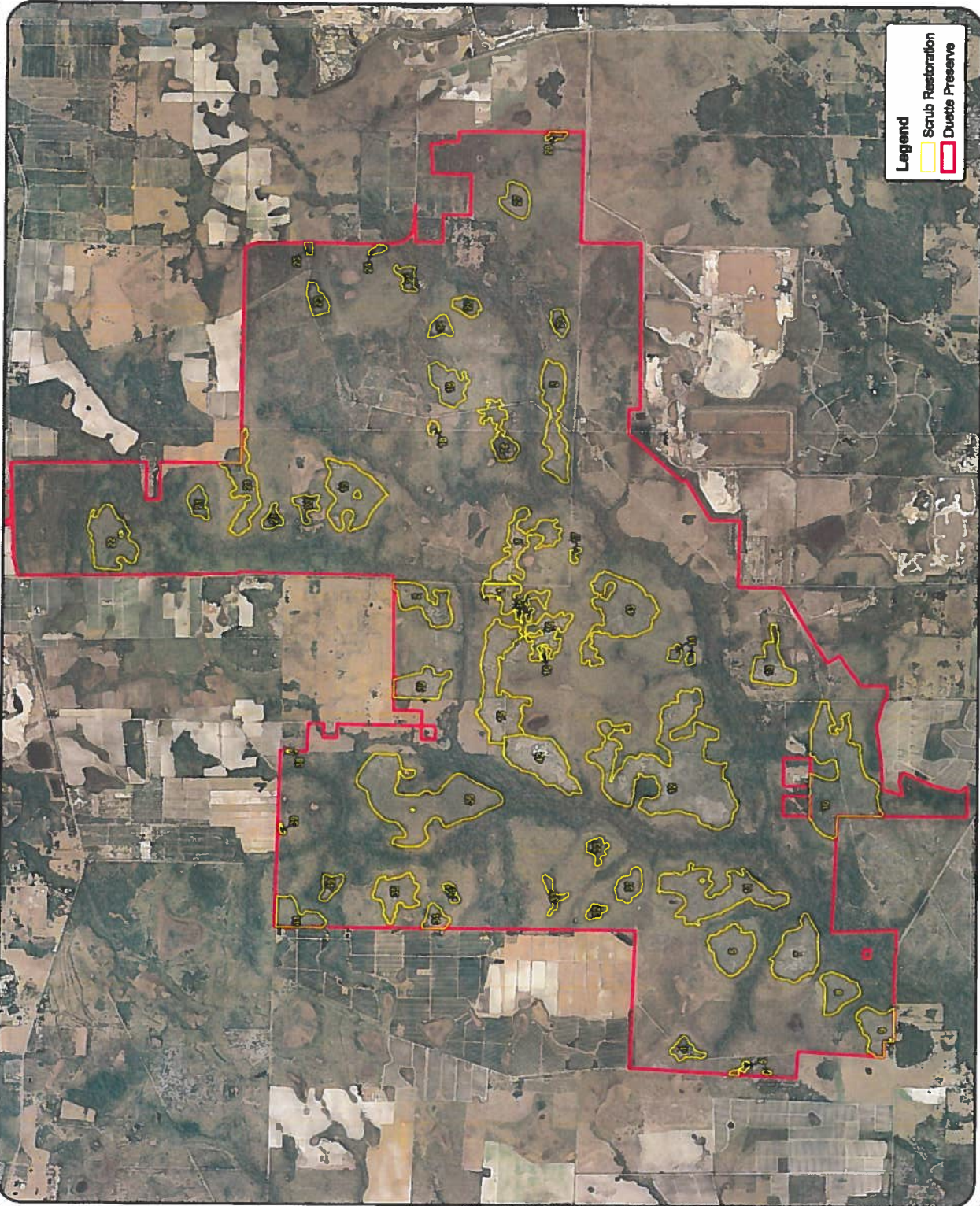
**Duette Preserve  
Manatee County, Florida**

**Figure 2  
Scrub Restoration Sequence  
(Revised 6/2010)**

ATTACHMENT B



Scrub ID	Acres
1	130.57
2	78.13
3	108.57
4	21.87
5	7.07
6	83.55
7	110.91
8	55.93
9	64.58
10	281.19
11	182.29
12	484.28
13	67.90
14	14.11
15	N/A
16	253.84
17	5.28
18	131.91
19	138.20
20	22.04
21	118.32
22	109.29
23	29.66
24	5.95
25	17.97
26	21.66
27	39.54
28	6.55
29	18.00
30	65.01
31	33.07
32	11.28
33	33.82
34	32.82
35	68.28
36	317.58
37	N/A
38	1.18
39	1.48
40	20.15
41	51.71
42	131.01
43	170.20
<b>Total:</b>	<b>3541.63</b>



April 9, 2013 - Regular Meeting  
Agenda Item #28

Subject

The Nature Conservancy Grant

Briefings

None

Contact and/or Presenter Information

Charlie Hunsicker, Director, X4601

**APPROVED** in Open Session

Manatee County Board of County  
Commissioners

Action Requested

Execute agreement with The Nature Conservancy to accept grant award of \$12,840 for roller chopping activities at Duette Preserve.

Enabling/Regulating Authority

F.S. 125

Background Discussion

At over 21,000 acres, Duette Preserve, located in eastern Manatee County, is the largest preserve managed by the Natural Resources Department. Many diverse animal species can be found on the property including the Federally listed threatened Florida Scrub Jay.

The Nature Conservancy has awarded Manatee County a grant in the amount of \$12,840 for roller chopping of approximately 200 acres and oversight by a biologist to benefit the areas supporting existing Scrub Jay groups.

The grant is effective April 1, 2013, through December 1, 2014. No matching funds are required.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Send one original copy of executed agreement to Jayne Souders, Natural Resources Dept., to send to The Nature Conservancy - Snt copy via interoffice to Jayne Souders

Cost and Funds Source Account Number and Name  
N/A

Amount and Frequency of Recurring Costs  
N/A

Attachment: [Nature Conservancy grant.pdf](#)