

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040364

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Contractor Agreement between the Southwest Florida Regional Planning Council (SWFRPC) and Lee County for the project known as Effectiveness of Best Management Practices in Southwest Florida. Agreement provides for \$250,000 from the United States Environmental Protection Agency (USEPA) through the Charlotte Harbor National Estuary Program (CHNEP) with the SWFRPC acting as a pass-through agency. Approve budget amendment in the amount of \$250,000 for Project 0983, Surface Water Management Plan and amend the FY03/04-07/08 CIP accordingly. Lee County will provide a minimum of \$17,500 in matching funds. Matching funds are available.

WHY ACTION IS NECESSARY: Board approval is required for all contracts and agreements.

WHAT ACTION ACCOMPLISHES: Provides federal funds to investigate the effectiveness of best management practices currently used in construction in reference to water quality issues.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: C-W**

C8D

3. MEETING DATE:

04-06-2004

4. AGENDA:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources
- BY: Roland E. Ottolini, P.E.

7. BACKGROUND:

Concerns have been raised by the USEPA regarding degradation of water quality by recent transportation and related drainage projects in Southwest Florida. Conventional designs of stormwater management systems, also known as Best Management Practices (BMP's), have drawn criticism in their ability to remove soluble pollutants based on limited studies. The objective of the project is to assess the pollutant removal efficiencies of various BMP's commonly permitted in Southwest Florida. This thirty-six month project will be a coordinated effort with the USPEA, Florida Department of Environmental Protection (FDEP), South Florida Water Management District, Lee County and area consultants. Sites and pollutant parameters for monitoring will be identified and monitored accordingly.

The Division of Natural Resources will manage the project. A consultant and necessary equipment will be procured through various Lee County policies and procedures.

Funds will be available in 22098330100 for the federal portion of the agreement. Matching funds are currently available in the Surface Water Management Plan project, 20098330100.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>J. J. J. 3/24/04</i>	<i>[Signature]</i>	N/A	<i>DAD 3/24/04</i>	<i>[Signature] 3/24/04</i>	<i>[Signature] 3/25/04</i>	<i>[Signature] 3/25/04</i>	<i>[Signature] 3/25/04</i>	<i>[Signature] 3/25/04</i>	<i>[Signature] 3/24/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/24/04*
Time: *4:00 PM*
Forwarded To: *[Signature]*
3/25/04

RECEIVED BY
COUNTY ADMIN
3/25/04
9115 am SLT
COUNTY ADMIN
FORWARDED TO: *[Signature]*
3/25/04
4pm

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$250,000 of the unanticipated revenue from the US Environmental Protection Agency and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$86,898,141
Additions		
21098330100.331310.9002	USEPA-Charlotte Harbor Estuary	250,000
Amended Total Estimated Revenues		\$87,148,141

APPROPRIATIONS

Prior Total:		\$86,898,141
Additions		
21098330100.506540	Improvement Construction	250,000
Amended Total Appropriations		\$87,148,141

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #): 220983
2. Title of Grant: Effectiveness of Best Management Practices in Southwest Florida
3. Amount of Award: \$250,000
4. Amount of Match Required: \$17,500
5. Type of Match: Cash
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #66.456	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: N/A

8. Contract Period:	Begin Date: Execution	End Date: <u>March 31, 2007</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 22098330100, 2098330100

11. Scope of Grant: (describe project). Study of conventional designs of stormwater management systems and their efficacy. Objective of project is to assess the pollutant removal efficiencies of various best management practices commonly permitted in Southwest Florida.

12. Has this Grant been Funded Before? YES NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO

If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Public Works/Division of Natural Resources

2. Contacts:

Program Mgr. <u>Roland Ottolini</u>	Phone #: <u>479-8127</u>
Fiscal Mgr. <u>Elin Clemons</u>	Phone #: <u>479-8560</u>

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Southwest Florida Regional Planning Council
- 2. Program Title/Division: Charlotte Harbor National Estuary Program
- 3. Agency Contact: Catherine Corbett
- 4. Phone Number: 995-1777 ext. 241
- 5. Mailing Address: 4980 Bayline Drive – Fourth Floor
North Fort Myers, Florida 33917-3909

SOURCE OF FUNDS

- 1. Original Funding Source: United States Environmental Protection Agency
(name of agency where funding originated from)
- 2. Pass Through Agency: _____
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT--then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: _____

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

Empty box for comments and instructions.

CONTRACTOR AGREEMENT
BETWEEN
THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
AND
LEE COUNTY, FLORIDA

This AGREEMENT is entered into this ____ day of _____, 2004 by and between the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) on behalf of THE CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM (CHNEP) and Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, CHNEP desires assistance in implementing research and restoration partner projects; and

WHEREAS, U.S. Environmental Protection Agency Assistance Agreement CE-97456002-2 (see attachment 1) provides funding for implementing research and restoration partner project; and

WHEREAS, SWFRPC and the CONTRACTOR have reached an understanding on the type, extent and quality of services to be rendered and the amount and method of compensation to be paid to the CONTRACTOR and the law requires said agreement to be reduced to writing;

NOW, THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Covenant for Services.

The SWFRPC does hereby retain CONTRACTOR to perform the "consultant and professional services" as defined herein, and the CONTRACTOR does hereby agree to perform such services hereinafter referred to as the "PROJECT," for the CHNEP upon the terms and conditions set forth in this agreement. This agreement is subject to regulations contained in 40 CFR, Part 31.36, in effect on the date first written above.

2. Definition, Scope, and Quality of Service.

a) CONTRACTOR shall perform the services and comply with the terms and conditions described in the Scope of Work with respect to the PROJECT as attached hereto and incorporated herein as Exhibit "A." The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this agreement. The CONTRACTOR shall consult with the SWFRPC during development of the PROJECT and CHNEP shall be entitled to review any and all work progress of the CONTRACTOR. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services. The CONTRACTOR shall perform the professional services necessary to accomplish the work specified in the Scope of Work in accordance with this agreement and applicable EPA requirements in effect at the time of execution of this agreement.

b) CHNEP will be provided fifteen (15) working days to review and approve all draft work products; and CONTRACTOR shall provide to the CHNEP no later than 45 days from the completion of

the project, two (2) copies of a PROJECT REPORT, describing the final results of the project. At least one copy shall be a camera-ready, black and white version of the PROJECT REPORT, suitable for photocopying. Upon completion, the CONTRACTOR shall provide an electronic version of the PROJECT REPORT on disk in Microsoft Word format.

c) When issuing statements, press releases, requests for proposals, bid solicitations, brochures and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds including but not limited to State and local governments shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. When issuing these types of statements and press releases, the grantee or contractor will state that the project is funded, or funded in part, by the Charlotte Harbor National Estuary Program. The CONTRACTOR acknowledges that the accomplishments of this project may be used in information materials, displays, and other public information for the Charlotte Harbor National Estuary Program.

3. Project Managers.

In order to assure proper coordination and review throughout the term of this agreement, SWFRPC shall designate a project manager who shall be the person with whom the CONTRACTOR shall communicate. The manager shall be responsible for transmitting and receiving information and will interpret and communicate all CHNEP and SWFRPC decisions which are pertinent to this agreement to the CONTRACTOR. The manager will meet with the CONTRACTOR as necessary to provide guidance, as well as to review and comment on interim reports and draft submittals. No actions outside the Scope of Work, including issuance of statements and press releases, will be initiated by the CONTRACTOR without prior written authorization from the project manager. The Project Manager for CHNEP shall be CATHERINE CORBETT, 4980 Bayline Dr., 4th Floor, North Fort Myers, FL 33917-3909. The CONTRACTOR shall designate Roland Ottolini, Director, Division of Natural Resources, whose address is, 1500 Monroe Street Fort Myers, FL 33901, with whom the CHNEP project manager can coordinate and who shall have unqualified authority to act on behalf of the CONTRACTOR.

4. Consideration.

a) The SWFRPC will make available to CONTRACTOR a sum not to exceed two hundred fifty thousand (\$250,000.00) Dollars for completion of the project "Effectiveness of Best Management Practices in Southwest Florida," previously referred to as the PROJECT.

b) The CONTRACTOR shall submit completed invoices along with a progress report to SWFRPC with certification that the invoices are accurate and in accordance with the terms of this agreement and the approved budget. Invoices for services, and expenses shall be submitted on the forms as provided in Exhibit "B." Invoices shall be submitted no more than monthly and for completed work only. The SWFRPC shall remit to the CONTRACTOR within thirty (30) days the entire invoice amount up to the total amount allocated for each task and upon certification by the CHNEP Project Manager that it is consistent with the project budget and otherwise in accordance with the terms of this agreement.

c) CONTRACTOR shall submit the final invoice for payment to SWFRPC no more than sixty (60) days after the agreement ends or is so terminated; if CONTRACTOR fails to do so, all right to payment is forfeited, and SWFRPC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until all work products due from

CONTRACTOR, and necessary adjustments thereto, have been approved by the CHNEP Project Manager and the SWFRPC.

d) Invoices requesting payment must be sent to the CHNEP Project Manager at the following address:

Catherine Corbett
Senior Scientist
Charlotte Harbor National Estuary Program
4980 Bayline Drive - 4th Floor
North Fort Myers, FL 33917-3909

It is understood by the parties that the CONTRACTOR is responsible for the appropriate expenditure of the funds provided to it by the SWFRPC and shall only expend such funds pursuant to the terms and conditions of this agreement and shall not utilize such funds for any other purpose.

CONTRACTOR verifies that the wage rates and other factual unit costs supporting the compensation called for in this agreement are accurate, complete, and current. In the event SWFRPC determines that the agreement price was significantly increased due to inaccurate, incomplete or noncurrent rates and costs, the agreement price shall be adjusted to exclude said sums.

5. Payment Limitations.

Project costs incurred prior to the effective date of this agreement are not fundable under this agreement.

6. Independent Contractor Status

CONTRACTOR acknowledges that it is an independent contractor providing services contemplated pursuant to this agreement, and that it is neither an agent, employee, partner nor joint venture of or with the SWFRPC or CHNEP. No work area, supplies, telephone lines, equipment or other resources shall be supplied to the CONTRACTOR by CHNEP or SWFRPC. In addition thereto, both parties acknowledge that this agreement is for their mutual benefit and is not intended to create any third party beneficiary rights or obligations. Notwithstanding any other provisions of this contract, neither EPA nor the United States is a party to this contract.

7. Federal Laws and Regulations.

a) If this agreement contains federal funding in excess of \$100,000.00 CONTRACTOR shall, prior to agreement execution, complete the Certificate Regarding Lobbying Form, ATTACHMENT 1. If a Disclosure of Lobbying Activities Form, Standard Form LLL, is required, it may be obtained from the project manager. All disclosure forms as required by the Certification Regarding Lobbying Form must be completed and returned to the project manager.

b) If this agreement contains federal funding in excess of \$100,000.00 CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C., 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and E.P.A. regulations (40 CFR, Part 15).

CONTRACTOR, when applicable, shall:

a) Comply with all applicable provisions of 40 CFR, Chapter 1, Subchapter B, including but not limited to Parts 30 - 34 and other applicable regulations.

b) Comply with the Americans with Disabilities Act of 1990, 42 USC 12101, *et. seq.*, which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment, public services, and public accommodations.

c) Comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d) Comply with EPA quality assurance requirements pursuant to 40 CFR 31.45 prior to commencement of work.

e) Ensure that any subagreements contain the required provisions contained in 40 CFR 31.36(e) and (i).

f) Ensure that prior to agreement execution certify that it has not been Debarred or Suspended pursuant to 40 CFR, Part 32, Subparts A through D, ATTACHMENT 2.

g) Comply with all provisions of 40 CFR 31.30 for all Budget and Programmatic changes.

h) Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (4) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (5) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et. seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (6) The Americans with Disabilities Act of 1990, (42 U.S.C. 12101, *et seq.*), which prohibits discrimination against and provides equal opportunities for individuals with disabilities, in employment public services, and public accommodations; and (7) The requirements of any other nondiscrimination statute(s) which may apply to this agreement.

h) Ensure the use of recycled paper for all documents and data including draft, interim, and final reports developed, created and written by CONTRACTOR pursuant to EPA Order 1000.25 and shall include on the bottom of the first page, "This document is printed on recycled paper."

i) Comply with all requirements of all other Federal laws, executive orders, regulations and policies governing this program.

j) Ensure that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services will comply with the above laws and regulations.

8. Requirements of Florida Statutes.

The CONTRACTOR agrees:

- a) To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
- b) Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.
- c) To provide units of deliverables, including reports, findings, and drafts as specified in this agreement and the scope of work, to be received and accepted by the project manager prior to payment.
- d) To allow public access to all documents, papers, letters, or other materials subject to the provisions of the Federal Freedom of Information Act of 5 U.S.C. 552 and Florida Statutes, and made or received by the CONTRACTOR in conjunction with this agreement.
- e) That any products or materials which are the subject of, or are required to carry out this agreement shall be procured in accordance with the provisions of EPA regulations 40 CFR 31.36 and Florida Statutes.

9. Contract Data, Documents, Patent and Copyrights.

All documents and data including draft, interim, and final reports developed, created or written by the CONTRACTOR shall be accessible at all times to the EPA pursuant to 40 CFR 31.34 and SWFRPC. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this agreement, or in any wise connected herewith, the CONTRACTOR shall refer the discovery or invention to the SWFRPC to determine whether patent protection will be sought in the name of the United States of America and the State of Florida. Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the United States of America and the State of Florida. In the event that any books, manuals, films or other copyrightable material are produced, the CONTRACTOR shall notify the SWFRPC and all copyrights accruing under or in connection with the performance under this agreement are hereby reserved to the United States of America and the State of Florida.

10. Audits and Record.

The CONTRACTOR agrees:

- a) To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the SWFRPC or CHNEP under this agreement.
- b) To assure that these records shall be subject at all reasonable times to inspection, review, audit, copy, or removal from premises by SWFRPC or CHNEP personnel and other personnel duly authorized by the SWFRPC or CHNEP, as well as by federal personnel.

c) To maintain and file with the SWFRPC or CHNEP such progress, fiscal and other reports as the SWFRPC or CHNEP may require within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of this agreement.

d) To include these aforementioned audit and record keeping requirements in all approved subcontracts.

11. Retention of Records.

The CONTRACTOR agrees:

a) To retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of this agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

b) EPA, the Comptroller General of the United States, the U.S. Department of Labor, the SWFRPC or CHNEP shall have full access to and the right to examine any of said records and documents during said retention period.

12. Public Access to Records.

The CONTRACTOR acknowledges that all said documents regarding the PROJECT, as well as all of the documents, papers, letters or other material prepared and completed, made or received in conjunction with this agreement, are subject to the provisions of the Federal Freedom of Information Act of 5 U.S.C. 552 and Florida Statutes and shall be maintained and made available to the public at the CONTRACTOR's custodial address. Refusal by the CONTRACTOR to allow such public access shall be grounds for unilateral cancellation of this agreement by the SWFRPC.

13. Period of Agreement.

This agreement shall begin upon execution and end on March 31, 2007, inclusive.

14. Liability.

a) Except as otherwise provided in subparagraph (b) below, the CONTRACTOR shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the SWFRPC and CHNEP harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, the CONTRACTOR agrees that it is not employee or agent of the SWFRPC or CHNEP, but is an independent contractor.

b) Any CONTRACTOR who is a state agency or subdivision, as defined in Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SWFRPC or CHNEP, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any CONTRACTOR to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c) This contract shall be interpreted according to Florida law and any lawsuits pertaining to it will be in the jurisdiction of Lee County.

15. Member's Liability.

No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the governing body or agent or employee of SWFRPC or the Board, nor any official executing this agreement shall be liable personally or be subject to any accountability for reasons of execution by the SWFRPC of this agreement or any act pertaining thereto.

16. Termination.

a) Termination At Will

This agreement may be terminated by either party upon no less than fifteen (15) calendar days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b) Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the SWFRPC or CHNEP may terminate the agreement upon no less than seventy-two (72) hours notice in writing to the CONTRACTOR. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SWFRPC or CHNEP shall be the final authority as to the availability of funds.

c) Termination for Breach

Unless the CONTRACTORS breach is waived by the SWFRPC or CHNEP in writing, the SWFRPC or CHNEP may, by written notice to the CONTRACTOR, terminate this agreement upon no less than seventy-two (72) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this agreement. The provisions herein do not limit the SWFRPC's or CHNEP's right to remedies at law or to damages.

d) Termination at End of Agreement

See paragraph 17c, supra.

In the event this agreement is terminated by SWFRPC or CHNEP under a through c supra, all payments due either party on the effective day of termination, pursuant to the provisions of this Agreement shall be reconciled within sixty (60) days of the effective date of termination.

17. Suspension.

a) Reasonable Cause

The SWFRPC or CHNEP may, for reasonable cause, temporarily suspend the use of funds by the CONTRACTOR pending corrective action, or pending a decision of terminating the agreement. Reasonable cause is such cause as would compel a reasonable person to suspend the use of funds

pursuant to this agreement; it includes, but is not limited to, the CONTRACTOR'S failure to permit inspection of records, or to provide reports, or to rectify deficiencies noted by the SWFRPC or CHNEP within the time specified by the SWFRPC or CHNEP, or to utilize funds as agreed in this agreement, or such other cause as might constitute breach of any of the terms of this agreement.

b) The SWFRPC or CHNEP may prohibit the CONTRACTOR from receiving further payments and may prohibit the CONTRACTOR from incurring additional obligations of funds. The suspension may apply to any part, or to all of the CONTRACTOR'S obligations.

c) To suspend operations of the CONTRACTOR, the SWFRPC or CHNEP will notify the CONTRACTOR in writing by Certified Mail of the action taken, the reason(s) for such action, and the conditions of the suspension. The notification will also indicate: what corrective actions are necessary to remove the suspension.

18. Availability of Funds.

The performance by SWFRPC under this agreement shall be subject to and contingent upon the availability of moneys lawfully appropriated and applicable for the purposes of this agreement.

19. Modification of Agreement.

This agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

20. Assignment.

This agreement may not be assigned by either party without the expressed written consent of the other. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained herein.

21. Subcontractors.

The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from: (1) the merger or consolidate of consultant with a third party; or (2) the disestablishment of the CONTRACTOR'S professional practice and the establishment of the successor CONTRACTOR; nor shall the CONTRACTOR sub-contract any of its service obligations hereunder to third parties without prior written approval of the SWFRPC. The CONTRACTOR shall have the right, subject to the SWFRPC'S prior written approval, to employ other persons and/or firms to serve as sub-contractors to consultant in connection with the CONTRACTOR performing services and work pursuant to the requirements of this agreement.

22. Covenant Against Contingent Fees.

The CONTRACTOR assures that no person or selling agency has been employed or retained to solicit or secure this subagreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or

violation of this assurance, the SWFRPC and CHNEP shall have the right to annul this agreement without liability or, at its discretion, to deduct from the subagreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

23. Gratuities.

(a) If the SWFRPC and CHNEP finds after a notice and hearing, that the CONTRACTOR or any of the CONTRACTOR'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the SWFRPC and CHNEP may, by written notice to the CONTRACTOR, terminate this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a), the SWFRPC and CHNEP may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this agreement by the CONTRACTOR, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the SWFRPC and CHNEP) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such official, employee or agent.

24. Notices.

All notices and other communications received or permitted to be given under the agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the appropriate party at the following address or such other address as may be given to the parties:

- a) Roland Ottolini
Director, Division of Natural Resources
Lee County
1500 Monroe Street
Fort Myers, FL 33901

- b) Southwest Florida Regional Planning Council
c/o Catherine Corbett, Senior Scientist
Charlotte Harbor National Estuary Program
4980 Bayline Drive - 4th Floor
North Ft. Myers, FL 33917-3909

25. Remedies.

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between the SWFRPC and CHNEP and the CONTRACTOR arising out of, or relating to, this agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the county in which the SWFRPC and CHNEP is located.

26. Waiver of Breach

A waiver by either party of any breach of violation of any provision of this agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

27. Governing Laws.

Nothing in this agreement shall be effective if contrary to Federal or Statutory authority.

This agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

It is further acknowledged by the parties that this agreement is for services which are funded in part by the U.S Environmental Protection Agency and that the appropriate clauses of 40 CFR 31.36(e) and (i) apply to that work eligible for EPA assistance to be performed under this agreement and that these clauses supersede any conflicting provisions of this agreement.

Attachment 1
Assistance Agreement CE-97456002-2



U. S. ENVIRONMENTAL PROTECTION AGENCY
ASSISTANCE AGREEMENT NOTICE

SEP 30 2003

RECIPIENT NAME AND ADDRESS:

David Y. Burr
Executive Director
Southwest Florida Regional Planning Council
4980 Bayline Drive, 4th Floor
North Ft. Myers, FL 33917

CE-97456002-2

- Assistance Agreement
- Assistance Amendment
 - Increase Decrease
 - Time Extension Administrative

Enclosed are two copies of an Assistance Agreement offer from the U.S. Environmental Protection Agency.

To accept this offer, please carefully review any terms and conditions, sign¹, and return one original copy to the following address within three weeks² of the mailing date on the Assistance Agreement:

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 4
GRANTS MANAGEMENT OFFICE
61 FORSYTH STREET, SW
ATLANTA, GA 30303

ATTN: Christine McKay

The other original should be retained for your official records and copies distributed within your organization as needed. Please note, funds will not be available for draw until we receive your countersigned acceptance of this offer.

To assist you with your post award management responsibilities, please see "*Reporting Forms and Guidance for Administration of Your Assistance Agreement*". This document contains important post-award reporting requirements and instructions on how to receive payments. To view this and other EPA grant-related information, visit our Region 4 Grants Office website at:

www.epa.gov/region4/grants/

Please reference the EPA Assistance Number on all future correspondence regarding this Assistance Agreement. If you have any questions, you may contact the Grants Specialist identified above at

(404)562- 8414 or mckay.christine @epa.gov

¹ Must be signed by authorized representative as shown on the Assistance Agreement offer signature block or formally authorized delegate.

² Failure to countersign and return within three weeks of the mailing date may result in withdrawal of this offer.

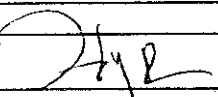
³ Please contact your Grant Specialist if you need a paper copy of this document.

U.S. Environmental Protection Agency
Region 4
Grants Management Office

RECEIVED

OCT 03 2003

S.W. FLORIDA REGIONAL
PLANNING COUNCIL

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD SEP 23 2003	
		PRG	DOC ID	AMEND#		
		CE - 97456002 - 2				
		TYPE OF ACTION Augmentation: Increase				MAILING DATE SEP 30 2003
PAYMENT METHOD: Advance				ACH#		
RECIPIENT TYPE: Special District		Send Payment Request to: Financial Management Office				
RECIPIENT:		PAYEE:				
Southwest FL Regional Planning Council 4980 Bayline Dr., 4th Floor N. Ft. Myers, FL 33917 EIN: 59-1515448		Southwest FL Regional Planning Council 4980 Bayline Dr., 4th Floor N. Ft. Myers, FL 33917				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
Lisa Beaver 4980 Bayline Dr., 4th Floor N. Ft. Myers, FL 33917 E-Mail: lbeever@swfRPC.org Phone: 239/995-1777		Bob Howard 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Howard.Bob@epa.gov Phone: 404-562-9370		Christine McKay Grants Management Office E-Mail: mckay.christine@epa.gov Phone: 404-562-8414		
PROJECT TITLE AND EXPLANATION OF CHANGES Charlotte Harbor National Estuary Program SUPPLEMENTAL FUNDING: This action provides \$893,685 in federal funding for continuing support for implementing the Charlotte Harbor National Estuary Program. Increase of Funds (Supplemental); Time Extension (Amendment)						
BUDGET PERIOD 10/01/2002 - 09/30/2004		PROJECT PERIOD 10/01/2002 - 09/30/2004		TOTAL BUDGET PERIOD COST \$1,720,440.00	TOTAL PROJECT PERIOD COST \$1,720,440.00	
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.						
OFFER AND ACCEPTANCE						
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>Southwest FL Regional Planning Council</u> for <u>44.00</u> % of all approved costs incurred up to and not exceeding <u>\$1,720,440</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>06/11/2002</u> included herein by reference.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS			
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Regional Administrator 61 Forsyth Street Atlanta, GA 30303-8960			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL 		TYPED NAME AND TITLE J. I. Palmer, Jr., Regional Administrator		DATE SEP 23 2003		
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE 		TYPED NAME AND TITLE David Y. Burr, Interim Executive Director		DATE 10/3/03		

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 826,755	\$ 893,685	\$ 1,720,440
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 283,006	\$	\$ 283,006
Local Contribution	\$ 986,140	\$ 893,685	\$ 1,879,825
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 2,095,901	\$ 1,787,370	\$ 3,883,271

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.456 - National Estuary Program	Clean Water Act: Sec. 320	40 CFR PTS 31 & 35 SUBPT P

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	TC3052	0304	B	04T2	20201B	41.83	-	-	359,517
-	TCR038	0203	B	04T2	20201B	41.83	-	-	250,000
-	TCR031	0203	B	04T2	20201B	41.83	-	-	97,000
-	TC3063	0304	B	04T0AFD	20201B	41.83	-	-	187,168
									893,685

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$344,012
2. Fringe Benefits	\$148,834
3. Travel	\$39,500
4. Equipment	\$10,000
5. Supplies	\$45,250
6. Contractual	\$893,255
7. Construction	\$0
8. Other	\$2,176,074
9. Total Direct Charges	\$3,656,925
10. Indirect Costs: % Base	\$226,346
11. Total (Share: Recipient <u>66.00</u> % Federal <u>44.00</u> %.)	\$3,883,271
12. Total Approved Assistance Amount	\$1,720,440
13. Program Income	\$0

Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

1. NATIONAL ESTUARY PROGRAM CONDITIONS

Responsibility for oversight and coordination regarding schedules and progress of the work described in this cooperative agreement rests with US EPA Region 4. The recipient, in cooperation with the EPA Project Officer, shall develop subject outlines and formats for final reports.

Quarterly Progress Reports are required. The recipient shall provide reports of progress to the EPA Region 4 Project Officer each quarter of the yearly funding period. These reports consist of updates on progress toward work objectives, any problems encountered, actions taken to resolve problems, and discussion of remaining tasks.

The recipient is responsible for submitting 11 copies of all final products produced under this cooperative agreement with an application form to the National Technical Information Service (NTIS).

The recipient will organize and maintain all environmental data generated with NEP funds in a manner that allows potential users of NEP data to readily identify data of interest, access those data for use, and determine the suitability of those data for other uses, based on readily available QA/QC and methodology summaries. The systems should be maintained by a public or publicly-funded entity. The recipient and NEP will inform the EPA Project Officer in writing of the name of the entity maintaining the data and the method of data access.

The recipient is required to submit to the EPA Project Officer within 30 days of signature copies of all sub-agreements and/or contracts entered into via this cooperative agreement.

All projects under this cooperative agreement which involve environmental sampling and analysis must have an EPA-approved quality assurance/quality control (QA/QC) plan in place prior to commencement of work. These plans must also be approved by EPA's Office of Research and Development. Scopes of work to be prepared as part of this cooperative agreement must be approved by the specific National Estuary Program management conference and EPA's Office of Research and Development and appropriate QA/QC plans certified by the EPA Region 4 QA Officer prior to commencement of any data collection.

Funds in the amount of \$10,000 are included in this agreement for travel associated with outreach support. These funds are to cover travel for the Director and other officials to: (1) report on activities of the management conference at national or international meetings called on behalf of the National Estuary Program (e.g., National Directors meetings or National Citizens Advisory Committee meetings) or (2) provide peer-to-peer technical assistance to other management conferences or neighboring communities. As a requirement of this agreement, the grantee is required to attend all national or regional meetings called on behalf of the program.

EXHIBIT A
Scope of Work

Attachment to Scope of Work

The CONTRACTOR agrees to follow the following provisions:

When issuing statements, press releases, requests for proposals, bid solicitations, brochures and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds including but not limited to State and local governments shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. When issuing these types of statements and press releases, the grantee or contractor will state that the project is funded, or funded in part, by the Charlotte Harbor National Estuary Program using the description below:

“The Charlotte Harbor National Estuary Program is a partnership of citizens, elected officials, resource managers and commercial and recreational resource users working to improve the water quality and ecological integrity of the greater Charlotte Harbor watershed. A cooperative decision-making process is used within the program to address diverse resource management concerns in the 4,400 square mile study area. Many of these partners also financially support the Program, which, in turn, affords the Program opportunities to fund projects such as this. The entities that have financially supported the program include the following:

U.S. Environmental Protection Agency
Southwest Florida Water Management District
South Florida Water Management District
Florida Department of Environmental Protection
Florida Coastal Zone Management Program
Peace River/Manasota Region Water Supply Authority
Polk, Sarasota, Manatee, Lee, Charlotte and Hardee Counties
Cities of Sanibel, Cape Coral, Fort Myers, Punta Gorda, North Port, Venice and Fort Myers
Beach
And the Southwest Florida Regional Planning Council.”

No later than 45 days from the completion of the project, a report shall be submitted from the CONTRACTOR to the Charlotte Harbor NEP Project Manager describing the final results of the project. The CONTRACTOR acknowledges that the accomplishments of this project may be used in information materials, displays, and other public information for the Charlotte Harbor NEP.

**Scope of Work
(Exhibit A)**

**EFFECTIVENESS OF BEST MANAGEMENT PRACTICES
SOUTHWEST FLORIDA**

1.0 Overview: Issues, Goals, and Objectives

Recently, water quality concerns were raised by the United States Environmental Protection Agency (USEPA) regarding the Alico Road/Briarcliff Ditch Project, which involves the six-laning of a major east/west transportation corridor and construction of the related stormwater conveyance system in Lee County, Florida. Although the project met South Florida Water Management District criteria for water quality, USEPA requested the project be evaluated for Total Nitrogen removal and demonstrate non-degradation. The results of a literature search and various other documents were presented by USEPA as reason to believe that conventional designs of Best Management Practices (BMPs), especially the dry detention system proposed for this project, were inefficient in removing soluble pollutants, such as Total Nitrogen, which is the pollutant of concern for the receiving water body - Estero Bay. The "pollutant removal efficiencies" used by USEPA in its objections to this project were taken from research compiled and/or conducted by Harvey Harper, Ph.D., P.E. of Environmental Research & Design, Inc. Mr. Harper concluded in a 1995 publication that of the conventional stormwater management systems permitted in Florida only dry retention systems are capable of meeting the State Water Policy Goal of 80% reduction for all pollutants that cause or contribute to violations of water quality standards. In addition, he identified dry detention systems as very inefficient in removing Total Nitrogen (15%); therefore, USEPA asserted this project would increase Total Nitrogen to Estero Bay. Lee County questioned recommendations by USEPA and opined that Dr. Harper's research included limited studies, sometimes at facilities not built to current standards, and at sites located in regions dissimilar to Southwest Florida.

In August 2003, Dr. Harper published a second report entitled, "Evaluation of Alternative Stormwater Regulations for Southwest Florida." The report stated that in order to achieve no net increase in loadings under post-development conditions, pollutant removal efficiencies of 60% to 95% may be required. Moreover, only two stormwater management systems are identified as being able to achieve pollutant removal efficiencies within this range – dry retention and wet retention. Since the publication of this report, the SFWMD and the USACE have adopted the "Harper study" for permitting post-development treatment options.

The U.S. Environmental Protection Agency has provided \$250,000 for this project through Assistance Agreement CE-97456002-2 (see Attachment 1). The objectives of the grant are twofold: (1) To assess the pollutant removal efficiencies of conventional stormwater management systems, also known as Best Management Practices, commonly permitted in Southwest Florida (Lee County and Collier County) and (2) Identify, prioritize (efficiency, cost-effectiveness, practicability, etc.) and recommend the most effective BMPs, used individually or in combination (treatment trains), that will ensure that post-project pollutant discharges will not exceed pre-project pollutant loading rates.

It is the intent of this proposal to obtain additional, local data on the treatment effectiveness of permitted, conventional stormwater management systems. It is not the intent of this grant to replicate or duplicate existing information. However, if biogeophysical conditions within this

Scope of Work (Exhibit A)

region affect the ability of BMPs to function as designed, then this information is essential to the effort to utilize stormwater management practices that are appropriate, sound, cost-effective, and in the public interest.

2.0 Project Description

2.1 Best Management Practice Selection: Evaluate the “pollutant removal efficiency” of conventional stormwater management systems typically permitted in this region. Select one or more types of treatment systems (dry retention, wet retention, wet detention, dry detention, etc.) whose treatment efficiency may be affected by local biogeophysical conditions and develop a monitoring and evaluation plan. Based on previous studies, determining the effectiveness of dry detention systems in this region needs to be more clearly understood due to the high water table and seasonal rain events. Additionally, monitoring of treatment trains that include landscape infiltration combined with wet detention is also a priority. These types of systems are good candidates for an in-depth analysis. Coordinate selection of a treatment system(s) with the USEPA, Florida Department of Environmental Protection (FDEP), South Florida Water Management District (District), and area consultants. Identify test sites for monitoring that represent systems designed to current standards. Consider adequate representation of various land uses (residential, commercial, industrial, and agricultural), roads, and other developmental impacts with possible inclusion of both natural and manmade conveyances.

2.2 Pollutants: Refine the list of pollutants to be monitored based on adjacent land uses and expected pollutant removal efficiencies. Consider pollutant of concern to the region’s water bodies. An initial list of parameters to be monitored include:

- Dissolved Oxygen
- Total Kjeldahl Nitrogen (TKN)
- Nitrate and Nitrate-N
- Ammonia-N
- Total Phosphorus
- Dissolved Phosphorus
- Total Suspended Solids (TSS)
- Total and Dissolved Copper
- Total and Dissolved Cadmium
- Fecal Coliform

2.3 Monitoring: Develop monitoring and evaluation programs that will assist in identifying annual pollutant load reductions provided by Best Management Practices. Conduct flow weighted composite sampling at both the inflows and outflows of system to determine their effectiveness. Attempt to evaluate effects of storm events and associated pollutant load to overall mass balance. Identify and rate the efficiency of each system at removing nutrients, certain metals, BOD, and Total Suspended Solids. The monitoring will include sampling of at least ten (10) storm events as described below. Monitored events will be discrete rainfall events of generally greater than 0.25 inches and less than 1.5 inches. However, the storm event rainfall may be modified depending on the type of BMP, the contributing drainage area, the amount of impervious area, and the time of concentration.

Scope of Work (Exhibit A)

Monitoring will include the following parameters:

- Daily rainfall (to nearest 0.01 inch) measured at the sampling location with verification from the local weather station. Rainfall data should be provided for at least one week preceding monitoring and day(s) of monitoring.
- Flow using approved flow activated flow meters.

Flow weighted composite samples will be taken over the storm hydrograph. Typically, the samples will be composited over the inflow hydrograph at the inflow and for up to a thirty-six hour period at outflow station. Rainfall that does not result in at least a six- hour discharge from the stormwater Best Management Practice shall not be considered a completed monitoring event. Each composite will include at least six evenly distributed sub-samples.

Grab samples will be collected within the drainage area time of concentration at influent and effluent stations described above.

3.0 Peer review Present proposed monitoring plan to USEPA, FDEP and the District for review, comment and approval prior to proceeding. Submit progress reports and final report.

4.0 Data Analysis and Final Report The applicant should estimate the pollutant removal efficiency of the stormwater BMPs by calculating the percent reduction in the event mean concentration (EMC) for the period of record [$1 - (\text{Average Inflow EMC} / \text{Average Outflow EMC})$]. For Best Management Practices with multiple inflow (and/or outflow) points, the pollutant contributions for each inflow should be flow weighted. See the National Stormwater Best Management Practice database at <http://www.bmpdatabase.org/> and Development of Performance Measures, Determining Urban Stormwater Best Management Practice Removal Efficiencies, 1999 by URS Greiner Woodward Clyde, ASCE and EPA at http://www.bmpdatabase.org/task3_1.pdf.

The final report will document efficiencies for the selected Best Management Practices.

5.0 Project Schedule

Project Duration: The proposed time period for the project is 36 months.

March 2004

- Sign project agreement.

March 2004 through May 2004

- Prepare solicitation and procure professional services for the scope of work through the Lee County Competitive Negotiation Selection process.

May 2004 through July 2004

- Literature search of existing database of water quality information to identify gaps or insufficiencies.
- Develop list of best management practices to be evaluated.

**Scope of Work
(Exhibit A)**

- . Identify sampling locations for project sites and upstream and downstream sites of the receiving waterbody(s).
- . Establish monitoring protocols including grab and storm event sampling.
- . Obtain peer review comments on monitoring plan.
- . Purchase necessary equipment.

July 2004 -- March 2007

- . Begin monitoring program, dry season/ wet season.
- . Provide annual reports.
- . Provide analysis.
- . Provide final report.

6.0 Budget

Task 1: Review Existing Database of Best Management Practices Efficiencies.

\$6,000.00

Task 2: Develop list of Best Management Practices to be evaluated, select sampling sites and determine parameters to be tested.

\$5,000.00

Task 3: Develop monitoring protocol and quality assurance plan.

\$5,000.00

Task 4: Purchase and install monitoring equipment.

Six Stations including Campbell CR10X Datalogger, ISCO Sampler, Doppler flow meter, stage recorder, Hydrolab, modem, solar panels, batteries, assembly, installation and programming (six stations at \$19,360 each).

\$116,160.00

\$5,392.00 (associated costs of installation)

Estimate 3 sites, 2 sampling stations per site (inflow/outflow).

Task 5: Hydraulic/ Hydrological Monitoring

Routine data and sample collection that includes collection and retrieval of hydrologic data, equipment maintenance and calibration.

Collection: 12 events x 3 sites x 8 hours/visit x \$42/hour (technician).

\$12,096.00

**Scope of Work
(Exhibit A)**

Collection: 4 events x 3 sites x 4 hours/ visit x \$95/hour (project manager).

\$4,560.00

Maintenance and calibration: 24 months x 1 visit/month x 6 stations x 4 hours /station x \$42 per hour (technician).

\$24,192.00

Task 6: Water Samples – Lab Analysis

12 events x 6 stations x \$300/sample.

\$21,600.00

Task 7: Analysis and Report

Annual report – includes site maps, parameters tested and data tabulation
2 reports x \$5,000/report.

\$10,000.00

Analysis and Final Report – includes site maps, parameters tested, data tabulation, data analysis and BMP efficiency calculations.

\$40,000.00

Matching Funds: Lee County will provide the following contributions to match the grant.

- Procure professional services through competitive negotiations process **\$2,000.00.**
- Assist in selection of test sites **\$500.00.**
- Assist in collection of samples at request **\$2,500.00.**
- Manage professional services agreement including attendance of progress meetings, reviews for task completion, processing payments **\$12,500.00.**

7.0 Deliverables

Lee County will produce certain products as a result of this project. Listed below are the deliverables that will be developed and forwarded to the Charlotte Harbor NEP Project Manager in fulfillment of this grant.

Quarterly Project Progress Reports	Every 3 months
Annual Report (hard and electronic copies)	Date to be determined
Analysis and Final Report (hard and electronic copies)	36 months after Start date

EXHIBIT B
Invoice Information

**CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM
APPROVED INVOICE FORMAT**

PROJECT SUMMARY

PROJECT NAME:
PROJECT NUMBER:
CONTRACTOR:
INVOICE NUMBER:

FOR THE PERIOD _____ TO _____

	<u>Current Invoice</u>	<u>Cumulative Total Billed</u>
Salaries	_____	_____
Fringes (If not Included in salaries)	_____	_____
Materials / Supplies	_____	_____
Indirect Overhead	_____	_____
Travel	_____	_____
Subcontractors	_____	_____
Other Costs	_____	_____
Match (attach page 4)	_____	_____

I hereby certify that costs requested for reimbursement are directly related to performance under the contract, are allowable, allocable, properly documented, and in accordance with the approved project budget, and this invoice covers _____ percent of work completed under this agreement.

Signed _____

Date _____

**CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM
APPROVED INVOICE FORMAT**

MATCH

PROJECT NAME:
PROJECT NUMBER:
CONTRACTOR:
INVOICE NUMBER:

FOR THE PERIOD _____ TO _____

MATCH CONTRIBUTIONS

	<u>Current Invoice</u>	<u>Cumulative Total</u>
Salary	_____	_____
Materials / Supplies	_____	_____
Travel	_____	_____
Other Costs*	_____	_____
Total Match (total to pg. 1)	_____	_____

*Please describe:

**Scope of Work
(Exhibit A)**

**EFFECTIVENESS OF BEST MANAGEMENT PRACTICES
SOUTHWEST FLORIDA**

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