

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

Blue Sheet No. 20050561

1. ACTION REQUESTED/PURPOSE: Approve and execute Funding and Reimbursement Agreement between Lee County and the Friends of Matanzas Pass Preserve in the amount of \$20,250 for the completion of the project "Matanzas Pass Preserve Canopy and Native Plant Restoration Project".

2. WHAT ACTION ACCOMPLISHES: Enables the Friends to proceed with a grant award from the Charlotte Harbor National Estuary Program (CHNEP) through the Southwest Florida Regional Planning Council (SWFRPC).

3. MANAGEMENT RECOMMENDATION: Allows the Friends to expend funds on a reimbursement basis with Lee County staff and Friends' volunteers providing an in-kind match.

4. Departmental Category: <u>CIA</u>		5. Meeting Date: <u>05-17-2005</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	<input type="checkbox"/>
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>
		8. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarbrough</u>

9. Background:
 The Friends of Matanzas Pass Preserve received a grant award from the Charlotte Harbor National Estuary Program (CHNEP) through the Southwest Florida Regional Planning Council (SWFRPC) in the amount of \$20,250 for the completion of the project "Matanzas Pass Preserve Canopy and Native Plant Restoration Project". Funds will be expended on a reimbursement basis for goods and services including equipment, supplies, contractual services, and other expenses. Lee County staff and Friend's volunteers will provide the in-kind match. The County will be assisting the Friends in the implementation of the restoration project by providing the funding to be repaid to the County.

Funding will be made available in KH5722000100.503490 (Parks & Recreation-Parks & Recreation Operations-General Fund-n/a subfund-Other Contracted Services)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>4/22/05</u>	<u>4/22/05</u>			<u>4/27/05</u>	<u>4/27/05</u>	<u>4/27/05</u>	<u>4/27/05</u>	<u>4/27/05</u>	<u>4/27/05</u>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

Rec. by CoAtty
 Date: 4/27/05
 Time: 9:00
 Forwarded To:
Cy. Adm
4/27/05

RECEIVED BY
 COUNTY ADMIN: PA
4-27-05 mp.
10:50 am
 COUNTY ADMIN
 FORWARDED TO:
4/28/05
4pm

**FUNDING AND REIMBURSEMENT AGREEMENT
BETWEEN THE FRIENDS OF MATANZAS PASS
AND LEE COUNTY, FLORIDA**

THIS AGREEMENT is entered into this _____ day of _____, 2005, between Lee County, a political subdivision of the State of Florida, by and through the Board of County Commissioners (hereinafter referred to as "County") with a mailing address of P.O. Box 398, Fort Myers, 33902, and the Friends of Matanzas Pass Preserve, a Florida not-for-profit Corporation (hereinafter "Friends") established for the purpose of protecting, preserving, and promoting Matanzas Pass Preserve, with a mailing address of 319 Nature View Court, Fort Myers Beach, Florida 33931.

WITNESSETH:

WHEREAS, the County owns Matanzas Pass Preserve, a 56 acre maritime forest in Lee County, Florida; and

WHEREAS, the Friends was established to promote ongoing education, support and preservation of the Matanzas Pass Preserve; and

WHEREAS, the Friends received a grant award from the Charlotte Harbor National Estuary Program (CHNEP) in the not-to-exceed amount of Twenty Thousand Two Hundred Fifty Dollars (\$20,250.00) for the Matanzas Pass Preserve Canopy and Native Plant Community Restoration Project on a reimbursement basis, with Lee County providing an in-kind match; and

WHEREAS, the County is providing financial support for the restoration project by providing full reimbursement of the

WHEREAS, the Lee County Board of Commissioners has approved this Agreement and Project serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that this Agreement shall exist between them consisting of the following provisions:

SECTION I SCOPE OF SERVICES

A. Friends hereby agrees to complete the project known as "Matanzas Pass Preserve" and to comply with the terms and conditions of the grant agreement entered into between the Friends and the Southwest Florida Regional Planning Council (SWFRPC) dated January 10, 2005, as set forth in Exhibit "A", entitled "Contractor Agreement" which is attached hereto and made a part of this Agreement.

*2 originals w/
Friends signatures
forthcoming &
insurance
certificate
C. Mitter
04.26.05*

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Matanzas Pass
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B. **The PROJECT:** Matanzas Pass Preserve Canopy and Native Plant Restoration Project

The FUNDING AMOUNT: Up to Twenty Thousand Two Hundred Fifty Dollars (\$20,250.00)

SECTION II **RESPONSIBILITY OF THE PARTIES**

- A. County will disburse funds up to an amount not-to-exceed Twenty Thousand Two Hundred Fifty Dollars (\$20,250.00) to the Friends to pay for the following: (1) equipment, (2) supplies and (3) contractual services, for the project activities, outlined in Exhibit "B", attached hereto and incorporated herein.
- B. Friends will use such funds for costs that are directly related to the contract and will ensure that such costs are properly documented for reimbursement purposes.
- C. Friends will timely submit the invoices to the SWFRPC for reimbursement of the County's expenditure of funds for the project items, in accordance with the procedures and time frames set forth in the grant agreement.
- D. Upon receipt of payment from SWFRPC, the Friends will promptly repay the County such funds expended by the County to Friends for the project.
- E. Repayment of all funds is due in full thirty (30) days after the project period ends or on September 30, 2005, whichever occurs earlier.
- F. Friends will comply with the terms and conditions of the SWFRPC grant agreement, attached, Exhibit "A".
- G. Friends will use County funds to purchase only the project equipment and supplies that are included within the project work plan and activities as set forth on Exhibit "B".
- H. Friends will ensure that all subcontractors working on any project elements hold all appropriate licenses and provide the appropriate indemnification and liability insurance for the work to be completed on the project.
- I. Friends are not County volunteers and are responsible for providing their own insurance. Said coverage shall name Friends, its officers, directors, agents, employees and volunteers as additional insured.

SECTION III **HOLD HARMLESS**

- A. Friends will not be liable to, nor be required to indemnify the County for any portions

of any damages arising out of any error, omission, and/or negligence of the County, its employees, agents, or representatives relating to this agreement.

- B. Friends will hold the County harmless and indemnify the County from all liability, losses, claims, demands for personal injury or death or property damage arising out of or caused either wholly or in part by the work performed by Friends on County property.

SECTION IV RIGHT TO INSPECTION OF RECORDS (AUDIT)

The County, its various Departments and all parties entering into agreements with the County that involve public funds, are subject to audit by the Lee County Clerk of Court. As such, if public funds are expended by the County for the Friends, the Friends are also subject to audit by the Clerk of the Court. The Friends intends to, and will use its best efforts to, comply with all local, state and federal laws, rules and regulations governing the payment of taxes, general accounting principles and charitable corporations. The Friends will comply with all reasonable requests made by the Clerk of Court to examine the Friends' books and records that are kept relative to this agreement in order to verify the payment of taxes, or fees and compliance with the terms and obligations of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by its duly authorized representatives as set forth below.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
County Attorney's Office

WITNESSES:

FRIENDS OF MATANZAS PASS
PRESERVE

Witness

By: _____
Katie Corning, President

Witness

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds

Equipment:	\$2,000 for lap top computer and projection system for use in educational/outreach component	
Supplies:	\$9,375 for approximately 125 native trees \$5,500 for approximately 1,100 native shrubs \$ 125 for gloves, garbage bags, tree stakes	
Contractual Services:	\$2,250 for photographic and video editing services applicable to the educational/outreach component	
Other Expenses:	\$1,000 for video duplication and printing applicable to the educational/outreach component	
Total FCMP Funds:		\$20,250

Matching Funds

Lee County Staff:	\$ 744 for 45 hours of staff time applicable to the revegetation effort	
Volunteer hours:	\$19,006 for volunteer hours as follows: 150 hours to plant trees 375 hours to plant shrubs 520 hours to remove exotics 50 hours to procure plants and equipment 80 hours to develop educational/outreach component	

Friends of the Preserve treasury: \$500 for miscellaneous supplies and drinking water

Total Matching Funds:		\$20,250
Total Project Cost:		\$40,500

Exhibit "B"

CONTRACTOR AGREEMENT
BETWEEN
THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
AND
FRIENDS OF MATANZAS PASS

This AGREEMENT is entered into this 10 day of JANUARY, ²⁰⁰⁵ 2004 by and between the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) on behalf of THE CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM (CHNEP) and Friends of Matanzas Pass, PRESERVE hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, CHNEP desires assistance in implementing restoration partner projects; 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 Liz Donley, 1926 Victoria Avenue, Fort Myers, FL 33901. The CONTRACTOR shall designate Katie Corning, Friends of Matanzas Pass Preserve, 319 Nature View Court, Fort Myers Beach, FL 33931, 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 Twenty thousand two hundred fifty (\$20,250.00) Dollars for completion of the project "Matanzas Pass Preserve Canopy & Native Plant Restoration Project," 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 no less than quarterly, 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 ten (10) 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:

Liz Donley
Grants & Contracts Manager
Charlotte Harbor National Estuary Program
1926 Victoria Avenue
Fort Myers, FL 33901

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.

a) Project costs incurred on or after July 1, 2004, and on or prior to September 30, 2005, as shown on contractor invoices are eligible for reimbursement.

b) The parties hereto understand and agree that this CONTRACT does require a cost sharing or match on the part of the CONTRACTOR. The CONTRACTOR is responsible for providing \$20,250.00 in cash, in-kind, or third party in-kind, towards the work funded under this Agreement. All cost sharing/match shall meet the federal requirements established in 48 CFR Part 31, 15 CFR 14.23, 15 CFR 24.24, and OMB Circulars A-87, A-122, and A-21, as applicable.

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 September 30, 2005, 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 CONTRACTOR'S 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) Tom Myers
Friends of Matanzas Pass Preserve
21461 Widgeon Terrace
Fort Myers Beach, FL 33931

- b) Southwest Florida Regional Planning Council
c/o Liz Donley
Charlotte Harbor National Estuary Program
1926 Victoria Avenue
Fort Myers, FL 33901

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.

EXHIBIT A
Scope of Work

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.

EXHIBIT B
Invoice Information

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	_____	_____
Total	_____	_____
Match (attach page B-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:**

RECEIVED

SEP - 7 2004

Southwest Florida Regional
Planning Council

DEP AGREEMENT NO. CZ507

STATE OF FLORIDA
COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT
PURSUANT TO THE
FEDERAL NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION GRANT AWARD

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department" or "DEP") and the CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM, whose address is 4980 Bayline Drive, 4th Floor, North Fort Myers, Florida 33917-3909 (hereinafter referred to as "Grantee" or "Recipient"), a National Estuary Program, to provide federal funding for the Matanzas Pass Preserve Canopy & Native Plant Restoration Project.

WHEREAS, the Department is the recipient of federal financial assistance from the National Oceanic and Atmospheric Administration (NOAA), awarded on *July 1, 2004*, pursuant to cooperative annual award #*NA04N0S4190035*; and,

WHEREAS, as the result of this Agreement the Grantee has been determined to be a subrecipient of federal financial assistance from the National Oceanic and Atmospheric Administration; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT

- A. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
- B. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- C. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and receipt of funding from NOAA. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and end no later than September 30, 2005, inclusive. No work may commence and no funds may be expended on Section 306A projects until the Florida Coastal Management Program (FCMP) and NOAA has approved the Section 306A checklist. The guidance for identifying Section 306A projects may be accessed at <http://www.dep.state.fl.us/cmp/grants/files/306a.doc>.

3. FUNDING/CONSIDERATION

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$20,250 toward the total project cost described in Attachment A.
- B. Only project costs incurred on or after July 1, 2004 and on or prior to September 30, 2005, as shown by grantee invoices, are eligible for reimbursement. In order to be reimbursed, costs under this Agreement must be paid in full by the Grantee by the end of the grant award period established in paragraph 2. Ten percent (10%) of the funds eligible for reimbursement under this Agreement shall be withheld pending receipt and approval of all work products and deliverables as identified in the Project Work Plan, Attachment A.
- C. The parties hereto understand and agree that this Agreement does require a cost sharing or match on the part of the Grantee. The Grantee is responsible for providing \$20,250.00 in cash, in-kind, or third party in-kind, towards the work funded under this Agreement. All cost sharing/match shall meet the federal requirements established in 48 CFR Part 31, 15 CFR 14.23, 15 CFR 24.24 and OMB Circulars A-87, A-122 and A-21, as applicable.
- D. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31

4. REPORTS

- A. The Grantee shall submit quarterly a Payment Request Summary Form (Attachment B), in conjunction with the Progress Report Form (Attachment C) described in paragraphs 4B and 4C of this Agreement. Failure to comply with these reporting requirements may result in non-payment or termination. To be eligible for reimbursement, costs must be in accordance with the requirements of 15 CFR Parts 14 and 24, as applicable.
- B. The Grantee shall submit quarterly progress reports in conjunction with the Payment Request Summary Form described in paragraph 4.A. The Grantee shall be reimbursed quarterly on a cost reimbursement basis for all eligible project costs upon receipt and approval of a properly completed Payment Request Summary Form, Attachment B. In addition to the summary form, the Grantee must provide from its accounting system a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a copy of all invoices, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes.
- C. The Grantee shall utilize the Progress Report Form, attached hereto and made a part hereof as Attachment C, for submitting its quarterly progress report. Quarterly reports shall be submitted electronically to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and

December 31. The final progress report shall also contain an executive summary, and discuss the methodology, outcome and further recommendations. The final progress report must comply with the publication requirements as stated in Paragraph 24 of this Agreement. After approval by the Florida Coastal Management Program, five (5) hard copies shall be submitted.

- D. In addition to the invoicing requirements contained in paragraph, 4.A, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/reference_guide and allowable costs for Federal Programs can be found under 48 CFR Part 31 at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21, at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- E. The following language shall be included in all final documents issued as a result of an agreement funded in whole or in part by the National Oceanic and Atmospheric Administration to acknowledge NOAA's participation in the project.

"This project and the preparation of this report (or booklet, pamphlet, etc. as appropriate) were funded in part by a Coastal Zone Management grant from the National Oceanic and Atmospheric Administration through an agreement/contract with the Florida Coastal Management Program of the Florida Department of Environmental Protection. The total cost of the project was _____, of which \$ _____ or ____ percent was provided by the National Oceanic and Atmospheric Administration."

5. INDEMNIFICATION/LIMITS OF LIABILITY

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

6. DEFAULT/TERMINATION

- A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination. **FOR EXAMPLE, THIS AGREEMENT IS SUBJECT TO TERMINATION IF THE WORK DESCRIBED HEREIN HAS NOT COMMENCED WITHIN 60 DAYS OF THE DATE OF EXECUTION OF THIS AGREEMENT.**
- B. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
- C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- D. **THE DEPARTMENT OF ENVIRONMENTAL PROTECTION MAY DECLINE REIMBURSEMENT TO GRANTEE FOR SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT IF GRANTEE DOES NOT SUBMIT PAYMENT REQUESTS AND**

QUARTERLY REPORTS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4. PAYMENT REQUESTS AND QUARTERLY REPORTS RECEIVED BY THE DEPARTMENT AFTER THE 20TH DAY FOLLOWING THE COMPLETION OF ANY QUARTERLY REPORTING PERIOD WILL BE CONSIDERED LATE-FILED AND RENDER GRANTEE IN DEFAULT UNDER THE TERMS OF THIS AGREEMENT.

7. REMEDIES

If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Agreement.
- D. Withhold further awards for the project or program.
- E. Take other remedies that may be legally available.
- F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowable if both of the following apply:
 - 1. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancelable; and
 - 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
- G. The remedies identified above do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.

8. RECORD KEEPING/AUDIT

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The National Oceanic & Atmospheric Administration, Department, State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.
9. In addition to the provisions contained in paragraph 8 above, the Grantee shall comply with the applicable provisions contained in Attachment D, Special Audit Requirements. A revised copy of Attachment D,

Exhibit-I, must be provided to the Grantee with each amendment that authorizes a funding increase or decrease. The revised Exhibit-I shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. If the Grantee fails to receive a revised copy of Attachment D, Exhibit-1, the Grantee shall notify the Department's Grant Manager at 850/245-2161 to request a copy of the updated information.

10. SUBCONTRACTS

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to comply with the procurement requirements contained in 15 CFR 24.36 and 15 CFR 14.44, as applicable. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.

11. LOBBYING PROHIBITION

- A. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

12. NOTICE AND CONTACT

The Department's Grant Manager (who may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Trenda McPherson
Department of Environmental Protection
Florida Coastal Management Program
3900 Commonwealth Boulevard, Mail Station #47
Tallahassee, Florida 32399-3000
Telephone No.: (850)245-2161, extension 4182
SunCom No.: 205-2161, extension 4182
Fax No.: (850)245-2191
SunCom Fax No.: 205-2191
E-mail Address: trenda.mcpberson@dep.state.fl.us

13. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager or Point of Contact) for this Agreement is identified below.

Lisa B. Beever
Director
Charolotte Harbor National Estuary Program
4980 Bayline Drive, 4th Floor
North Fort Myers, Florida 33917-3909
Telephone No.: (239)995-1777
SunCom No.:
Fax No.: (239)656-7724
SunCom Fax No.:
E-mail Address: ldonley@swfrpc.org

14. The Grantee's Fiscal Agent for this Agreement is identified below.

Lisa B. Beever
Director
Charlotte Harbor National Estuary Program
4980 Bayline Drive, 4th Floor
North Fort Myers, Florida 33917-3909
Telephone No.: (239)995-1777
SunCom No.:
Fax No.: (239)656-7724
SunCom Fax No.:
E-mail Address: ldonley@swfrpc.org

15. INSURANCE

- A. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of the Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the Grantee's employees not otherwise protected.
- B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

16. CONFLICT OF INTEREST

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

17. EQUIPMENT

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment F, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall have use of the equipment for the authorized purposes of this Agreement as long as the required work is being performed. All purchases and disposition of equipment purchased under this Agreement shall be in accordance with 15 CFR 14.24 and 15 CFR 24.32, as applicable.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with these funds and held in the Grantee's possession for use in this Agreement with the Department.
- C. The Grantee shall establish a unique identifier for tracking all personal property/equipment with a purchase price over \$1,000 and purchased under this Agreement and shall report the inventory of said

property, on an annual basis, to the Department's Grant Manager, by DEP Agreement number, no later than January 31st for each year this Agreement is in effect.

18. CHANGE ORDERS

The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.

19. DISCRIMINATION

- A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
- C. The Grantee agrees to comply with the provisions of 15 CFR Part 8 "Nondiscrimination in Federally Assisted Programs." No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

20. DEBARMENT/SUSPENSION

In accordance with Executive Order 12549, Debarment and Suspension (15 CFR 26), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by NOAA to the Department.

21. COPYRIGHT, PATENT AND TRADEMARK

Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work developed under a grant or contract under a grant.
- B. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- C. All patent rights, copyrights and data rights must be in accordance with 15 CFR 14.36 and 15 CFR 24.34, as applicable.

22. PUBLICATIONS/AUDIOVISUALS/SIGNS

Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Florida Coastal Management Program for review and approval. This does not apply to the required quarterly reports referred to in paragraph 4 of this Agreement.

- A. Publications, printed reports (other than the required performance and financial reports), or materials must include the NOAA logo (logos can be found at the FCMP web site at: <http://www.dep.state.fl.us/cmp/grants/logos/index.htm> or contact the FCMP to get a copy) and the following statement on the cover or first page: "A publication (or report) funded in part by the Florida Department of Environmental Protection, Florida Coastal Management Program, pursuant to National Oceanic and Atmospheric Administration Award No. NA04NOS4190035. The views expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of its sub agencies." The next printed line shall identify the month and year of the publication.
- B. Audiovisuals: Recipients must acknowledge NOAA support on any audiovisual (e.g., movie, website, video, slides, etc.) which is produced with financial assistance. Unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public. The acknowledgment must not represent or suggest in any way that the views expressed are those of the National Oceanic and Atmospheric Administration and must include the following explicit statement or its equivalent, except if clearly unnecessary or inappropriate because of the nature of the subject matter: "The opinions expressed in this (e.g., movie, video, slides, etc.) do not necessarily reflect the views of the National Oceanic and Atmospheric Administration." If the nature of the audiovisual is such that it is not intended for presentation to the general public, the following statement, or its equivalent, must be included in the work: "The National Oceanic and Atmospheric Administration has not approved this (e.g., movie, video, slides, etc.) for presentation to the general public." The Recipient must receive approval from the FCMP and NOAA before its final production and distribution of any audiovisual (e.g., movie, video, slides, etc.) funded under this Agreement. Please schedule at least thirty days for this approval. The Recipient must also provide the FCMP with shooting scripts and provide two (2) copies of the audiovisual (e.g., movie, video, slides, etc.) upon completion.
- C. Sign Requirements for Construction Projects: The Recipient shall erect a sign at the site of any construction project and maintain it during construction. The sign must be at least 2' x 3' in size and include the language shown below, and the NOAA, DEP and FCMP logos. Logos can be found at the FCMP web site at: <http://www.dep.state.fl.us/cmp/grants/logos/index.htm>. Contact FCMP to request a copy. Sign colors should complement the surrounding area. The following language is recommended: "Funding for this project was provided in part by the Florida Coastal Management Program, Florida Department of Environmental Protection and the by the Coastal Zone Management Act of 1972, as amended, Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce." The next printed line shall identify the completion month and year of the project. This sign must remain at the site permanently.

23. STATEMENT OF FCMP FUNDING PERCENTAGE AND DOLLAR AMOUNT

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with FCMP funds, all Recipients receiving these FCMP funds, including but not limited to state and local governments, shall clearly state:

- A. The percentage of the total cost of the program or project that shall be financed with FCMP funds; and,
- B. The dollar amount of FCMP funds to be expended on the project or program.

For example: " _____ % of the total cost of this project is financed with funds through a grant from the Florida Coastal Management Program, Florida Department of Environmental Protection, in the amount of \$ _____."

24. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment I, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

25. TITLES

Titles appearing before paragraphs are nominative only and are not intended to alter, in any way, the contents of the subsequent paragraph.

26. ENTIRE 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, unless otherwise provided herein.

BY EXECUTION OF THIS AGREEMENT, GRANTEE ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT OF ENVIRONMENTAL PROTECTION MAY DECLINE REIMBURSEMENT TO GRANTEE FOR SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT IF GRANTEE DOES NOT SUBMIT PAYMENT REQUESTS AND QUARTERLY REPORTS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4. PAYMENT REQUESTS AND QUARTERLY REPORTS RECEIVED BY THE DEPARTMENT AFTER THE 20TH DAY FOLLOWING THE COMPLETION OF ANY QUARTERLY REPORTING PERIOD WILL BE CONSIDERED LATE-FILED AND RENDER GRANTEE IN DEFAULT UNDER THE TERMS OF THIS AGREEMENT.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

GRANTEE NAME

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *DML*
Title: EXECUTIVE DIRECTOR
SOUTHWEST FLORIDA REGIONAL PLANNING
COOUNCIL
Date: 7/1/2004

By: *Sally B. Mann*
Sally B. Mann, Director
Intergovernmental Programs
Date: 8/19/04

Trenda McPherson
Trenda McPherson
DEP Grant Manager

Approved as to form and legality:

Approved as to form and legality:

Elizabeth S. Orley
GRANTEE Attorney

Maureen Wilson
DEP Program Attorney

FEID No.: 59-1515448

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (7 Pages)
Attachment	B	Payment Request Summary Form (3 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Disclosure of Lobbying Activities (2 Pages) if applicable
Attachment	F	Property Reporting Form (1 Page) if applicable
Attachment	G	Quality Assurance Requirements (8 Pages) if applicable
Attachment	H	Certification Regarding Debarment/Suspension (2 Pages) if applicable
Attachment	I	Contract Provisions (3 Pages)
Attachment	J	Regulations (1 Page)

ATTACHMENT A
PROJECT WORK PLAN
FY04-05

DEP Agreement # CZ507

Project Title: Matanzas Pass Preserve Canopy & Native Plant Restoration Project

Recipient

Organization Name: Charlotte Harbor National Estuary Program
Chief Elected Official or Agency Head: Lisa B. Beaver
Title: Director
Address: 4980 Bayline Drive, 4th Floor
City: North Fort Myers
Zip Code: 33917-3909
Area Code and Telephone Number: 239-995-1777
Area Code and Facsimile Machine Telephone Number: 239-656-7724
E-Mail Address: ldonley@swfrpc.org

Partners

Organization Name: Friends of the Matanzas Pass Preserve
Contact Person: M Katie Corning
Address: 319 Nature View Court
City: Fort Myers Beach
Zip Code: 33931
Area Code and Telephone Number: (239) 463-7822
Area Code and Facsimile Machine Telephone Number: (239) 463-7822
E-Mail Address: kcorning@comcast.net

Mailing Address for Warrant (if other than the Recipient address):

County in which project is located: Lee

Project is Statewide: No

Scope of Work Information

Abstract Description: Briefly but completely describe the problem to be addressed and the project solution to the problem. Please limit to one page.

The Matanzas Pass Preserve is a 56-acre maritime forest wrapped along the northern coast of Estero Island. The shoreline of Matanzas Pass, a waterway linking San Carlos Bay with Estero Bay, runs along the preserve's northern and northeastern boundaries. The preserve is about 65% tidal mangrove fringe community, dominated by red, black and white mangroves and buttonwood trees, and is bordered by transitional upland hardwood hammocks. The preserve is one of the few undeveloped open spaces on Estero Island, providing a unique habitat for many species of wildlife, some of which are endangered or threatened.

The proposed project has two components. The first is revegetation of as much as 18 acres of the original restoration area. The second is public education and outreach to encourage stewardship of the Matanzas Pass Preserve.

Component One: Revegetation work will begin immediately with the planting of 125 native trees, such as gumbo limbo, green buttonwood, strangler fig and Jamaican dogwood, and approximately 1100 shrubs such as marlberry, sea-oxeye daisy, wild coffee and southern wax myrtle. These plants are recommended for the restoration area in the Master Plan for the preserve. The Friends Planning Committee will be responsible for procuring the plants; the planting will be done by Friends and other volunteers, with assistance from Lee County staff, under the direction of Audree Inglis. Because the preserve is a sanctioned project of the Lee County Extension Service Master Gardeners Program, additional help from that program's participants is expected. The revegetation effort will be photo documented for use in the second component of the project. The planting component will be completed in September 2004.

Following revegetation, work groups will continue to remove invasive exotics and to maintain the new plants. Tools and equipment needed to perform this work will be procured by the Friends Planning Committee and stored and maintained by the work day director.

Component Two: A 30-minute program will be developed by members of the Friends Planning Committee about the preserve and its importance to the area's eco-system. Designed to promote a sense of the value of this beautiful acreage and respect for its fragile nature, the program will highlight the work being done to restore the damaged area to its natural state. A video documentary presentation will be created to demonstrate how revegetation of the preserve is being accomplished and to help viewers envision what the area will look like years from now. The program will be used as both an educational and a promotional tool, to encourage people to explore the wonder of the preserve, and to attract volunteers and sources of additional funds to continue the work that is underway. The program will be made available to anyone interested and will be promoted to others who are faced with undertaking a restoration effort. The program will take approximately six months to create and produce, making it available to bring to the public by April, 2005.

Project Objectives and Related Tasks and Deliverables: List project objective(s) and tasks that will accomplish each objective. Indicate the quarter in which these tasks will occur and will be delivered. Deliverables or work products must be provided.

Objective 1: Revegetation of the original restoration area.

Task 1: Planting of up to 125 native trees and 1100 native shrubs in as much as 18 acres of the Matanzas Pass Preserve.

Deliverable: First quarter, to coincide with the rainy season and to be completed by September 2004.

Task 2: Ongoing removal, by hand, of invasive exotic vines, to assure survival of new and existing plants.

Deliverable: This task will take place every other Saturday throughout the grant period.

Objective 2: Public education and outreach to encourage stewardship of the Matanzas Pass Preserve.

Task 1: Develop a 30-minute program about the preserve and its importance to the area's eco-system.

Task 2: Develop a video documentary presentation to demonstrate how revegetation of the preserve is being accomplished.

Deliverable: Video taping will begin at the time of planting. Both tasks will be completed within the fourth quarter with the program being made available to the public by April 2005.

Project Budget Schedule: Type dollar amounts only in applicable categories (round to the nearest dollar; no cents) and leave other categories blank. If your grant Agreement requires match, it must, at a minimum, equal the FCMP funds requested, or one hundred percent (100%). If Automated Data Processing equipment is being purchased please complete and submit Appendix 1. If the cost for any service or equipment is over \$25,000 and will be from a noncompetitive sole source, please also submit a Sole Source Justification Form (Appendix 2). A budget transfer of funds (within approved budget categories), in an amount not to exceed 10 percent of the FCMP total budget, is allowed without requesting an official amendment.

<u>Budget Category</u>	<u>FCMP Funds</u>
1. Salaries	_____
2. Fringe Benefits	_____
3. Travel	_____
4. Equipment Purchases	<u>\$ 2,000</u>
5. Supplies	<u>\$15,000</u>
6. Contractual Services	<u>\$ 2,250</u>
7. Construction	_____
8. Other Expenses	<u>\$ 1,000</u>
9. Indirect Charges	_____
FCMP Total	<u>\$20,250</u>
Match Total	<u>\$20,250</u>
Total Project Cost:	<u>\$40,500</u>

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds

Equipment: \$2,000 for lap top computer and projection system for use in educational/outreach component

Supplies: \$9,375 for approximately 125 native trees
\$5,500 for approximately 1,100 native shrubs
\$ 125 for gloves, garbage bags, tree stakes

Contractual Services: \$2,250 for photographic and video editing services applicable to the educational/outreach component

Other Expenses: \$1,000 for video duplication and printing applicable to the educational/outreach component

Total FCMP Funds: \$20,250

Matching Funds

Lee County staff: \$ 744 for 45 hours of staff time applicable to the revegetation effort

Volunteer hours: \$19,006 for volunteer hours as follows:
150 hours to plant trees
375 hours to plant shrubs
520 hours to remove exotics
50 hours to procure plants and equipment
80 hours to develop educational/outreach component

Friends of the Preserve treasury: \$500 for miscellaneous supplies and drinking water

Total Matching Funds: \$20,250

Total Project Cost: \$40,500

DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM

APPENDIX 1
COMPUTERS, EQUIPMENT AND SOFTWARE FORM

Information must be provided to adequately respond to all applicable issues listed below:

1. A description of the computers, equipment or software you plan to purchase, including:
 - A. Number of units and projected costs of each.
 - B. Equipment specifications for computers including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer including brand, model, dot matrix, laser, type of print (black or color), additional memory, and font cartridges.
 - C. A brief description of how the proposed equipment will be used to further grant objectives.
2. Certify that computer, equipment or software procurement complies with existing federal, state and local laws and regulations.
3. If computer or equipment will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.
4. If computer software will be developed, explain why already produced and available software will not meet the needs of this project.
5. If your purchase of computer, equipment or software or combination thereof will be from a sole source and is greater than \$25,000, complete a Sole Source Justification Form (APPENDIX 2) and attach it.

Authorized Official for Recipient Agency

Name:

Title:

Signature:

Telephone Number: () -

Date:

DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM

APPENDIX 2
SOLE SOURCE JUSTIFICATION FORM FOR SERVICES

Provide a detailed description of the service the contractor will be providing. Describe in one paragraph how it relates to success of your project.

Explain in a paragraph your reasons for wanting to contract from a non-competitive sole source. Provide justification as to why the contractor is the only source available to provide the service. Provide the steps taken to assure the above mentioned contractor is the only source available to provide the service. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel.

In a paragraph, indicate the contract period and explain the potential impact on contract deliverables if due dates are *not met*. Estimate the time and cost to hire a competent replacement should the current contractor default.

Describe in a paragraph what is unique about the project and the proposed sole source contractor that would warrant a contract.

Explain in a paragraph any other points you believe should be covered to support your request for a sole source contract.

Make a declaration that the action you are taking is in the "best interest" of the recipient and the implementing agency.

Authorized Official for Recipient Agency

Name:

Title:

Signature:

Telephone Number: () -

Date:

Start on the next page and use continuation pages as necessary

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: _____ GRANTEE'S GRANT MANAGER: _____
 DEP AGREEMENT NO.: _____ PAYMENT REQUEST NO.: _____
 DATE OF REQUEST: _____ PERFORMANCE PERIOD: _____
 AMOUNT REQUESTED:\$ _____ PERCENT MATCHING REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS CLAIM	TOTAL CUMULATIVE FCMP CLAIMS	MATCHING FUNDS CLAIMED	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Subcontracting:	\$	\$	\$	\$
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Related Costs	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Indirect	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
GRANT BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payments of:	\$		\$	
REMAINING BUDGET IN GRANT	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

DEPARTMENT OF ENVIRONMENTAL PROTECTION

FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CZ5 ___.

DATE OF REQUEST: This is the date you are submitting the report.

AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period.

PERCENT MATCHING REQUIRED: Enter your match requirement here. It is either 100% or N/A for Section 309 grants.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the reporting period. This must be by budget category as in the currently approved budget in Attachment A, Project Work Plan, or amendment of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment A. Enter the column total on the "TOTAL AMOUNT" line. Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN: Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc. Enter the column total on the "TOTAL AMOUNT" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS CLAIMED" COLUMN: Enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment A, Project Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL AMOUNT." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Comptroller's Office of the State of Florida).

Do not forget to submit the Invoice Schedule and Match Schedules along with the Payment Request Summary Form.

If you have any questions please do not hesitate to contact Trena McPherson at (850) 245-2182.

ATTACHMENT C
PROGRESS REPORT FORM

DEP Agreement No.:	
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	Telephone No.:
Reporting Period:	
Project Title:	
<p>Provide a summary of project accomplishments to date by objective and task. If tasks were not addressed during the reporting period, provide reasons why, if tasks were completed and reported on in previous reporting period, please identify what reporting period task was completed in.</p>	
<p>Identify below, and attach copies of, any relevant deliverables being submitted for the project for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.)</p>	
<p>Provide an explanation for any anticipated delays or any problems encountered.</p>	

DEPARTMENT OF ENVIRONMENTAL PROTECTION

FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PROGRESS REPORT FORM

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CZ5__
GRANTEE NAME: Enter the name of the grantee's agency.
GRANTEE ADDRESS: Enter the address that is on the first page of the grant agreement.
GRANTEE'S GRANT MANAGER: Enter the person identified as grant manager in the grant agreement.
TELEPHONE NO.: Enter the telephone number where the grant manager can be contacted.
REPORTING PERIOD: This is the beginning and ending date of the reporting period, it can cover more than one quarter.
PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

Provide a summary of project accomplishments to date by objective and task. If tasks were not addressed during the reporting period, provide reasons why, if tasks were completed and reported on in previous reporting period, please identify the reporting period when the task was completed. This section should show the progress to date for each objective and task that was scheduled to begin or be completed in the period you are reporting on. If there was no progress for a task that was to start or be completed, please explain the reason. If tasks were completed and reported on in a previous report, please state when they were completed (for example: "This task was completed and reported on in the report submitted October 20"). Provide a brief description of the progress, do not merely say "on-going" or "completed."

Identify below, and attach copies of, any relevant deliverables being submitted for this reporting period (e.g., report data sets, links to on-line photographs, etc.): Ensure that any deliverables listed in the grant agreement, as well as those not listed are included. For instance, you may send copies of agendas or minutes of meetings, photos of displays, or other supporting documentation to show the completion or progress towards a task. Label the deliverables by objective and task number(s) that they are associated with (for example: Deliverable 1.1 for Objective 1, task 1).

Provide an explanation for any anticipated delays or any problems encountered: Provide a brief summary of any anticipated or encountered problems or delays.

ATTACHMENT D

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after 12/31/03) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

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

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
	US Department of Commerce	11.419	Coastal Zone Management Administration Awards		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	Number	CSEA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award						
--------------------	--	--	--	--	--	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT F

**PROPERTY REPORTING FORM FOR DEP CONTRACT NO. CZ507
(For Property With Grantee/Contractor Assigned Property Control Numbers)**

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no/cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31* for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Date:
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BELOW FOR DEPT USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT. THE CONTRACT IS A COST REIMBURSEMENT CONTRACT. MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO MANAGE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 170 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

DEP 55-212

ATTACHMENT H

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

DEP AGREEMENT NO: CZ507

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Environmental Protection (DEP) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT I
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 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."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the

Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency:

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII 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; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.**
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.**
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.**
14. **Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).**
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.**
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.**
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.**
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.**
20. **Compliance with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

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**ATTACHMENT J
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations. Other DOC regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
15 C.F.R. 8	Nondiscrimination on the basis of handicap in programs or activities conducted by DOC
15 C.F.R. 11	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
15 C.F.R. 13	Intergovernmental review of DOC programs and activities
15 C.F.R. 14	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B - Grants and Other Federal Assistance	
15 C.F.R. 24	Uniform administrative requirements for grants and cooperative agreements to state and local governments
15 C.F.R. 26	Governmentwide debarment and suspension (nonprocurement) and governmentwide requirements for drug-free work place (grants); Clean Air Act and Clean Water Act ineligibility of facilities in performance of federal contracts, grants and loans
15 C.F.R. 28	New restrictions on lobbying
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds

Equipment:	\$2,000 for lap top computer and projection system for use in educational/outreach component
Supplies:	\$9,375 for approximately 125 native trees \$5,500 for approximately 1,100 native shrubs \$ 125 for gloves, garbage bags, tree stakes
Contractual Services:	\$2,250 for photographic and video editing services applicable to the educational/outreach component
Other Expenses:	\$1,000 for video duplication and printing applicable to the educational/outreach component
Total FCMP Funds:	\$20,250

Matching Funds

Lee County Staff:	\$ 744 for 45 hours of staff time applicable to the revegetation effort
Volunteer hours:	\$19,006 for volunteer hours as follows: 150 hours to plant trees 375 hours to plant shrubs 520 hours to remove exotics 50 hours to procure plants and equipment 80 hours to develop educational/outreach component

Friends of the Preserve treasury: \$500 for miscellaneous supplies and drinking water

Total Matching Funds:	\$20,250
Total Project Cost:	\$40,500