

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

Blue Sheet No. 20060492

1. ACTION REQUESTED/PURPOSE: Request Board approve and execute Contractor Agreement between the Southwest Florida Regional Planning Council and Lee County in the amount of \$16,000 for the completion of the project "Melaleuca Removal from Pop Ash Creek Preserve".

2. WHAT ACTION ACCOMPLISHES: Allows completion of the Melaleuca Removal from Pop Ash Creek Preserve.

3. MANAGEMENT RECOMMENDATION: Allows additional funding to assist with the completion of the Melaleuca Removal from Pop Ash Creek Preserve.

4. Departmental Category: 11

CIIC

5. Meeting Date: 05.02.2006

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute
 Ordinance
 Admin. Code
 Other

8. Request Initiated:
 Commissioner _____
 Department Parks and Recreation
 Division _____
 By: John Yarbrough

9. Background:

Conservation 20/20 staff applied for funding from the Charlotte Harbor National Estuary Program to begin melaleuca removal from the northern portion of Pop Ash Creek Preserve, a property acquired by the Conservation 20/20 program (Nomination # 206). This funding will allow the County to select and hire a contractor to mechanically remove melaleuca from a dense melaleuca monoculture on approximately 18 acres of the preserve. The Conservation 20/20 management funds will provide \$2,000 and in kind services to meet the required 50% match. This funding will allow exotic treatment on approximately 65 acres of the 307 acre preserve.

Funding will be made available in account #KH5722030105.503190

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>J. Lee</u>				<u>[Signature]</u> 4/19/06	<u>[Signature]</u> 4/19/06	<u>[Signature]</u> 4/19/06	<u>[Signature]</u> 4/19/06	<u>[Signature]</u> 4/19/06	<u>[Signature]</u> 4-26-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: [Signature]
 4-19-06
 9:30
 COUNTY ADMIN FOLIO: [Signature]
 4/20/06
 4PM

Rec. by CoAtty
 Date: 4/18/06
 Time: 4:40pm
 Forwarded To: _____
4/19/06

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

This AGREEMENT is entered into this ____ day of _____, 2006 by and between the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) on behalf of THE CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM (CHNEP) and LEE COUNTY PARKS AND RECREATION, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, CHNEP desires assistance in implementing research and 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 CATHERINE CORBETT, 1926 Victoria Avenue, Fort Myers, Florida 33901. The CONTRACTOR shall designate CATHY OLSON whose address is 3410 Palm Beach Blvd. Fort Myers, FL, 33916, 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 SIXTEEN THOUSAND (\$16,000.00) Dollars for completion of the project "Melaleuca Removal from Pop Ash Creek Preserve," 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, profit, and expenses shall be submitted on the forms as provided in Exhibit "B." Invoices with appropriate backup material shall be submitted no more 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, has the necessary back-up material and otherwise in accordance with the terms of this agreement.

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

d) Invoices requesting payment must be sent to the contract administrator at the following address:

Catherine Corbett
Senior Scientist
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.

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

6. Independent Contractor Status

CONTRACTOR acknowledges that it is an independent contractor providing services contemplated pursuant to this agreement, and that it is neither an agent, employee, partner or joint venturer 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 I, 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, 2007, inclusive.

14. Liability.

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

b) Any CONTRACTOR who is a state agency or subdivision, as defined in Florida Statutes, is not subject to a) above and agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SWFRPC or CHNEP, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any CONTRACTOR to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

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

15. Member's Liability.

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

16. Termination.

a) Termination At Will

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

b) Termination Because of Lack of Funds

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

c) Termination for Breach

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

d) Termination at End of Agreement

See paragraph 17c, supra.

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

17. Suspension.

a) Reasonable Cause

The SWFRPC or CHNEP may, for reasonable cause, temporarily suspend the use of funds by the CONTRACTOR pending corrective action, or pending a decision of terminating the agreement. Reasonable cause is such cause as would compel a reasonable person to suspend the use of funds pursuant to this agreement; it includes, but is not limited to, the CONTRACTOR'S failure to permit inspection of records, or to provide reports, or to rectify deficiencies noted by the SWFRPC or CHNEP within the time specified by the SWFRPC or CHNEP, or to utilize funds as agreed in this agreement, or such other cause as might constitute breach of any of the terms of this agreement.

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

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

18. Availability of Funds.

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

19. Modification of Agreement.

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

20. Assignment.

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

21. Subcontractors.

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

22. Covenant Against Contingent Fees.

The CONTRACTOR assures that no person or selling agency has been employed or retained to solicit or secure this subagreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this assurance, the SWFRPC and CHNEP shall have the right to annul this agreement without liability or, at its discretion, to deduct from the subagreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

23. Gratuities.

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

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

24. Notices.

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

- a) Cathy Olson
Conservation 2020
3410 Palm Beach Blvd.
Fort Myers, FL 33916
- b) Southwest Florida Regional Planning Council
c/o Catherine Corbett, Senior Scientist
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 mediation by a certified State of Florida mediator, 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 fifty percent (50%) funded by the Federal 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.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed; as of the day and year first above-mentioned.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

By: _____

David Y. Burr, Executive Director
Printed Name and Title

Attest: _____

Federal Employer I.D. Number: _____

(Seal)

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Tammara Hall, Chairwoman
Printed Name and Title

Attest: _____

Federal Employer I.D. Number: _____

(Seal)

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 Regional Water Supply Authority
Polk, Sarasota, Manatee, Lee, Charlotte, DESoto and Hardee Counties
Cities of Sanibel, Cape Coral, Fort Myers, Punta Gorda, Venice, North Port 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 National Estuary Program 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 National Estuary Program.

Transmittal Form

Research and Restoration Partners Fund FY2006

Please see the General Conditions for instructions to complete this form.

Submit proposal to: **Charlotte Harbor National Estuary Program**
Attn: Catherine Corbett
1926 Victoria Avenue
Fort Myers, Florida 33901
Office Phone: (239) 338-2556 ext 241

Proposal Submission Deadline: **October 28, 2005 at 5:00 pm (COB)**

Project Name: Melaleuca Removal from Pop Ash Creek Preserve

Proposer's Name: John Yarbrough, Director

Organization: Lee County Parks & Recreation

Mailing Address: 3410 Palm Beach Blvd.

City/State/Zip: Fort Myers, FL 33916

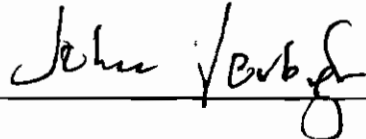
Telephone: (239) 461-7400

Federal I.D. Number or Social Security Number: 59-6000702

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, organization, or person submitting a proposal for the same contractual/cooperative agreement/grant services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

Full Name (type or print): John Yarbrough

Title (type or print): Director, Parks & Recreation

Authorized Signature: 



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

October 20, 2005

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

Ms. Catherine Corbett
Charlotte Harbor National Estuary Program
1926 Victoria Avenue
Fort Myers, FL 33901

RE: Request for Research and Restoration Proposals: Melaleuca Removal from Popash Creek Preserve

Dear Ms. Corbett:

Enclosed for your consideration, please find five hard copies and one electronic copy of our grant funding request to remove melaleuca from 63.5 acres at Popash Creek Preserve, a Lee County Parks and Recreation Conservation 20/20 preserve. If this grant request is funded, approximately 20% of this 307-acre preserve will be treated for this non-indigenous invasive species. This proposal directly addresses Fish and Wildlife Habitat Loss, a Priority Problem of the Charlotte Harbor National Estuary Program's adopted Comprehensive Conservation and Management Plan. Two Priority Actions are addressed: removal of heavy exotic vegetation (FW-A) and management of environmentally sensitive land (FW-S).

Although there is some stewardship money available for Conservation 20/20 preserves, the money is not adequate to address large scale non-indigenous invasive plant removal. Funding of this proposal will provide immediate treatment for a large stand of melaleuca, as well as, to treat portions of the preserve that only has seedlings, reducing future problems. The northern portion of the preserve will be brought into a maintenance level quickly, allowing ecosystem processes to function.

I authorize Cathy Olson, Conservation 20/20 Senior Supervisor to represent Lee County Parks and Recreation for this grant proposal. She may be reached at (239) 461-7455 or colson@Leegov.com

Thank you for considering this proposal.

Sincerely,

John Yarbrough
Department Director
Lee County Parks & Recreation

Project Abstract

Pop Ash Creek Preserve is a 307-acre environmental preserve that is part of the Lee County Conservation 20/20 program. The preserve was purchased in 2003 for its environmental qualities. It is dominated by wet and mesic flatwoods and also contains a blackwater stream and several disturbed areas. Grant funding from the Charlotte Harbor National Estuary Program would allow removal of non-indigenous invasive melaleuca (*Melaleuca quinquenervia*) from approximately 63.5 acres of the northern portion of the preserve. The entire Pop Ash Creek Preserve is managed according to a land stewardship plan which is currently in draft form. Funding will allow a “jump start” on stewardship activities in the northern part of the preserve. Grant funding will allow Lee County to contract mechanical melaleuca removal from approximately 18 acres of wet flatwoods in the northern part of the preserve. Approximately 10 acres of pine flatwoods with widely spaced seedling melaleuca will be treated with prescribed fire, approximately 25 acres of larger sapling melaleuca within pine flatwoods will be removed with hand tools and treated with herbicide, and two melaleuca monocultures totaling 10.5 acres will be mowed and herbicided utilizing a tractor with a Wet Blade attachment.

Project Proposal

I. Project Description

Pop Ash Creek Preserve is a 307-acre environmental preserve that is part of the Lee County Conservation 20/20 program. The preserve was purchased in 2003 for its environmental qualities. It is dominated by wet and mesic flatwoods and also contains a blackwater stream and several disturbed areas (Figure 1). Although much of the preserve consists of intact native communities, non-indigenous invasive vegetation occurs in portions of the preserve. Melaleuca (*Melaleuca quinquenervia*) is the most widespread of the non-indigenous species on site. Melaleuca is well known to alter ecosystem processes, including altering fire intensity and frequency, altering wetland functions and the disruption of native wildlife including listed species (Hofstetter and Sonenshein 1990 and Laroche 1994). For these reasons, Lee County Parks and Recreation would like to treat the melaleuca aggressively at Pop Ash Creek Preserve.

Unfortunately, within the Conservation 20/20 budget, money for melaleuca removal is not currently available for this preserve. Lee County Parks and Recreation staff is concerned that the melaleuca will worsen unless addressed quickly. Grant funding from the Charlotte Harbor National Estuary Program will allow removal of non-indigenous invasive melaleuca from approximately 63.5 acres of the northern portion of the preserve. The entire Pop Ash Creek Preserve is managed according to a land stewardship plan, which is currently in draft form. Funding will allow a “jump start” on stewardship activities in the northern twenty percent of the preserve. Four different methodologies will be utilized, depending on the size and density of the melaleuca and the type and structure of the underlying natural community. Each of the treatments should lead to an increase in wildlife habitat value.

Phase I of the melaleuca removal at Pop Ash Creek Preserve will be concentrated in the northern part of the preserve (Figure 2). An eighteen-acre area of pine flatwoods contains melaleuca at sufficient density and size to warrant mechanical removal. This portion of the preserve also has two melaleuca monocultures totaling approximately 10.5 acres. Two other areas in the northern part of the preserve contain melaleuca saplings and seedlings with approximately 25% coverage by melaleuca. An additional area has approximately 25-75% cover by melaleuca. Future phases of non-indigenous invasive species removal and other restoration activities will be conducted to the south, but are outside the scope of this grant.

The first methodology is mechanical removal utilizing a Gyrotrack. This type of heavy equipment will allow removal of the larger melaleuca that are located within eighteen acres of pine flatwoods with more densely spaced pine trees. Rob Egan, Habitat Restoration Resources, the contractor that would be used for this project, has successfully used this piece of equipment in similar vegetation communities, resulting in the removal of melaleuca with minimal damage to the flatwoods. Sherry Furnari, Lee County Parks

and Recreation's Conservation 20/20 program, will mow and treat with herbicide the 10.5 acres of melaleuca monocultures utilizing a tractor equipped with a Wet Blade. The Wet Blade was acquired by the Department of Environmental Protection with the aid of a previous CHNEP grant and will be loaned to Lee County Parks and Recreation. The third methodology, overseen by Laura Wewerka, Lee County Parks and Recreation's Conservation 20/20 program, will utilize fire to burn the melaleuca seedlings in approximately 10 acres of flatwoods. The final methodology consists of hand removal of sapling and seedling melaleuca and treatment with herbicide. Cathy Olson, Lee County Parks and Recreation's Conservation 20/20 program, will oversee this portion of the project on approximately 25 acres. Lee County Parks and Recreation staff will assist with the prescribed burn and hand removal of melaleuca.

II. Priority Actions

The following Priority Actions for the Charlotte Harbor National Estuary Program will be addressed: FW-A (Fish and Wildlife Habitat), and FW-S (Acquire/manage environmentally sensitive land). The removal of melaleuca, a non-indigenous invasive species, and the reintroduction of fire into portions of the pine flatwoods will provide more suitable habitat for fire dependant flatwood species.

III. Geographic Area

The restoration project will occur at Pop Ash Creek Preserve (Section 3, Township 43S, Range 25E) in North Fort Myers, Lee County. The project is located in the vicinity of Popash Creek which is within the Tidal Caloosahatchee River Watershed (Figure 3).

IV. Technical Requirements

There are four distinct types of melaleuca treatment within this phase of the project. The first method will utilize a contractor with a Gyrotrack. This type of heavy equipment will allow removal of larger melaleuca that are located within pine flatwoods. Rob Egan, Habitat Restoration Resources, the contractor that will be used for this project, has successfully used this piece of equipment in similar vegetation communities, resulting in the removal of melaleuca with minimal damage to the flatwoods. Sherry Furnari, Lee County Parks and Recreation's Conservation 20/20 program, will mow and treat with herbicide the 10.5 acres of melaleuca monocultures utilizing a tractor equipped with a Wet Blade. The Wet Blade was acquired by the Department of Environmental Protection with the aid of a previous CHNEP grant. The third methodology, overseen by Laura Wewerka, Lee County Parks and Recreation's Conservation 20/20 program, will act as the burn boss and will utilize prescribed fire to burn the melaleuca seedlings. The final methodology consists of hand removal of melaleuca and treatment with herbicide. Cathy Olson, Lee County Parks and Recreation's Conservation 20/20 program, will oversee this portion of the project. Lee County Parks and Recreation land stewardship staff will assist with the prescribed burn and hand removal of melaleuca.

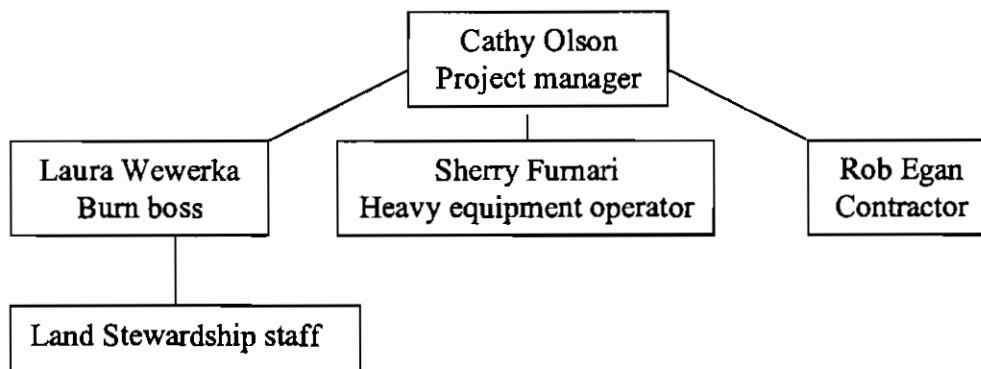
This melaleuca removal project must be conducted during the dry season (November through May). Heavy equipment operation must occur during the dry season so as to have fewer impacts on the soil, which can be seasonally wet. The prescribed fire needs to be conducted during the dry season to give the fuels time to dry out so that they can burn hot enough to kill the melaleuca seedlings and saplings.

No state or federally listed species, with the exception of foraging wading birds, have been observed in the areas that will be treated with heavy equipment. No rookeries are known to occur on this preserve. Consultation with the United States Fish and Wildlife Service or Florida Fish and Wildlife Conservation Commission will occur if listed species are observed prior to heavy equipment use. No listed plants have been observed in the northern 20% of the preserve.

A post restoration plan will be developed as part of the final report which will be provided no later than September 30, 2007. Pop Ash Creek Preserve is included in quarterly inspections throughout the year. In general however, the northern 20% will be at a maintenance level and will receive periodic retreatment if non-indigenous invasive species return to the site. Pop Ash Creek Preserve will be included in the Burn Plan that is currently being drafted for all Conservation 20/20 preserves. Once melaleuca is removed from a site it will be included in periodic prescribed fire at a fire return interval that is appropriate for the vegetation communities.

V. Management Approach and personnel

The project considered for this grant is a straightforward non-indigenous plant removal project on approximately 63 acres of Pop Ash Creek Preserve. The project team will consist of Lee County Parks and Recreation staff and Rob Egan of Habitat Restoration Resources. The project will be managed by Cathy Olson, Lee County Conservation 20/20 senior supervisor. Co-investigators include Sherry Furnari and Laura Wewerka, Lee County land stewardship coordinators, who have just completed the Pop Ash Creek Preserve Land Stewardship Plan. Ms. Furnari will oversee the operation of the Wet Blade and Ms. Wewerka will be the project burn boss. Additional Lee County Parks and Recreation land stewardship staff, who will assist with hand removal of melaleuca and prescribed fire may include Roger Clark, land stewardship manager, Bob Reppenning, Shelby Evans, Lynne Boyd, Jeff Anderson, Laura Greeno, Terry Cain, and Jim Green (all land stewardship coordinators) and Justin Dennington, senior program specialist.



VI. Biographies for Principle Project Investigators

Project Manger: Cathy Olson, Lee County Conservation 20/20 senior supervisor, will oversee this project in context with the overall site stewardship plan. She will be responsible for coordinating and overseeing the project and for preparing all reports to the CHNEP and other partners. Ms. Olson earned her B.S. in natural resource management in 1994 from University of Maryland and her M.S. in wildlife ecology and conservation in 1998 from the University of Florida. She is certified by The Wildlife Society as a wildlife biologist and has worked for years to acquire land and implement land management plans to maintain wildlife populations and ecosystem processes in southwest Florida and Maryland. She has authored, implemented, and critiqued land management plans for public and private entities, and has authored land development codes in Charlotte County. She recently served as the president of the Peace River Audubon Society and serves on the Board of Directors of the Charlotte Harbor Environmental Center.

Burn Boss: Laura Wewerka, Lee County Conservation 20/20 land stewardship coordinator, will serve as the burn boss for the 10 acres of wet flatwoods with seedling melaleuca that will be burned in this phase. She will write the burn prescription, determine appropriate burn conditions and coordinate with the Florida Division of Forestry regarding burn conditions and the burn permit. She earned a degree in elementary education from Northern Arizona University in 1990 and is currently working towards a M.S. in environmental sciences at Florida Gulf Coast University. Ms. Wewerka has been a land stewardship coordinator for the Conservation 20/20 Program under Lee County Parks and Recreation for three years. Along with Sherry Furnari, she just completed the Pop Ash Creek Preserve Land Stewardship Plan. She also conducts quarterly site inspections, writes land stewardship plans, conducts exotic plant control and prescribed burns and maintains wildlife and plant lists for the preserves. Ms. Wewerka is a Florida Division of Forestry certified Prescribed Burn Manager. Volunteer activities include: education chair for the Gopher Tortoise Council since 2000, frog call monitoring for a local and country-wide programs, organizer of a beach clean-up group and has been on the Audubon Society of Southwest Florida board for several years.

Heavy Equipment Operator, Sherry Furnari, Lee County Conservation 20/20 land stewardship coordinator, will serve as heavy equipment operator for the 10.5-acre melaleuca monocultures that will be mowed and treated with the Estero Bay Preserve State Park's Wet Blade. She will write the herbicide prescription, determine appropriate mowing conditions and coordinate the tractor and Wet Blade loan from the Estero Bay Buffer Preserve. She earned a B.A. degree from Florida Gulf Coast University in environmental studies in 2000. Ms. Furnari worked for the USFWS at J.N. "Ding" Darling NWR as a forestry technician for two years and for nearly six years, she worked for FDEP at Estero Bay State Buffer Preserve performing various land management duties including, heavy equipment operator, exotic plant and animal control, prescribed fire, cultural resource identification and protection, boundary security, law enforcement liaison, author and coordinator for various habitat restoration projects, grant writing and reporting, and documentation of activities. As a land stewardship coordinator for the

Conservation 20/20 Program, where she is responsible for writing land stewardship plans and conducting stewardship activities for properties acquired through the C20/20 Program.

Forestry Mower Operator, Rob Egan, owner and operator of Habitat Restoration Resources, Inc. (HRR), will conduct the contract melaleuca removal from the 18 acres of pine flatwoods. He will use a Gyrotrack to remove melaleuca from within the flatwoods. HRR is a Florida corporation specializing in upland invasive plant control and removal and has been serving public and private land managers throughout Florida since 2000. Mr. Egan currently serves as the Chair of the Australian Pine Task Force of the Florida Exotic Pest Plant Council.

VII. Project cost/budget

Cost Category	CHNEP Proposal Request	Partner #1 match (Lee County)	Partner #2 match (Estero Bay Preserve State Park)
Habitat Restoration Resources mowing (see Appendix A)	\$18,000		
<u>Lee County Parks and Recreation Land Stewardship Staff Time</u> Hand removal, burning and Operation of DEP's tractor and Wet Blade Transportation of equipment		\$3,252 \$500	\$15,750
<u>Materials</u> Herbicide Diesel for tractor Hand tools and other equipment		\$540 \$ 80 \$150	
Total per partner	\$18,000	\$4,522	\$15,750

Total Staff time (salary plus benefits)

(8 hours for 1 senior program specialist, 8 coordinators, 1 senior supervisor and 1 manager, 5 additional hours for 4 coordinators and 1 senior supervisor, and 4 additional hours for senior supervisor (reporting). Pay grades are based on the midrange of the weighted salary as follows:

• senior program specialist:	\$23.10/hr x 8 hours x 1 person =	\$ 184.80
• coordinators:	\$25.90/hr x 84 hours multiple people =	2175.60
• senior supervisor	\$29.40/hr x 17 hours x 1 person =	\$ 499.80
• manager:	\$49.00/hr x 8 hours x 1 person =	<u>\$ 392.00</u>
Total		\$3252.20

Contractor cost similar to DEP's tractor and Wet Blade \$1500/acre (10.5 acres)	\$15,750
Transportation of equipment to and from the site	\$ 500
Miscellaneous equipment (hand tools, herbicide applicators, drip torches, fuel...)	\$ 150
Herbicides for hand application 3 gallons of 20% Garlon4	\$ 60
Herbicide for use in the wet blade label strength/acre 8 gallons of Garlon3A	\$ 480

VIII. Other Partners

Partners for the melaleuca removal from the northern 20% of Pop Ash Creek Preserve will include Lee County Parks and Recreation, the Florida Department of Environmental Protection, and the Charlotte Harbor National Estuary Program.

Sherry Furnai has contacted Robert Baker, Park Manager of Estero Bay Preserve State Park who has agreed to loan a tractor and Wet Blade to Lee County Parks and Recreation for this project (Appendix B). The Wet Blade was purchased with funds from the Charlotte Harbor NEP and other partners during an earlier grant cycle. Each of the above estimates has been requested and is secure.

IX. Timeline

The mechanical mowing with both the Wet Blade and contractor equipment must be conducted during the dry season (November through May) to avoid ground disturbance. The prescribed fire must be conducted during the dry season to ensure that the fire is intense enough to kill the melaleuca seedlings. Due to seasonal constraints and the desire of Parks and Recreation staff to remove seedling melaleuca before they become dense and well established, the in kind contributions (hand removal, Wet Blade mowing and prescribed fire) will be conducted during the 2005-2006 dry season. The hand removal and Wet Blade mowing will be completed during a single eight hour staff workday. The prescribed fire will be conducted on a different staff workday. If this grant is awarded and the rainy season has not begun, Rob Egan, Habitat Restoration Resources will mow the 18 acres of melaleuca in mid 2006 (April through June). If, however, the grant is awarded after the rainy season has begun, the 18 acres of melaleuca removal will not be conducted until the dry season of 2007. A final report to the Charlotte Harbor National Estuary Program will be provided no later than September 30 2007.

Item	2006												2007								
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
Hand Removal			X																		
Prescribed fire			X																		
Wet Blade			X																		
Contract Removal													X								
Retreatment by Hand											X										
Final report to CHNEP																					X

X. Expected products

If this project is funded, approximately 63.5 acres of melaleuca impacted communities will be treated at Pop Ash Creek Preserve. Without funding, the larger melaleuca will not be able to be removed at this time, which will allow reseeding of the areas treated by Lee County Parks and Recreation Staff. We expect better wildlife utilization in the natural communities and recruitment of native plants in the current melaleuca monocultures. The successful implementation this phase of non-indigenous invasive plant removal on Pop Ash Creek Preserve may allow other funding agencies to see the merit of funding future phases within the preserve (i.e. Partners for Wildlife, Wildlife Habitat Improvement Program etc.).

Literature Cited

Hofstetter, R.H. and R.S. Sonenshein. 1990. Vegetative changes in a wetland in the vicinity of a well field, Dade County, Florida. Water Resources Investigations Report 89-4155. U.S. Geological Survey.

Laroche, F.B. 1994. Melaleuca management plan for Florida. 2nd Edition. Recommendations from the Melaleuca Task Force. West Palm Beach, Fla.: Exotic Pest Plant Council.

Figure 1: Plant Communities

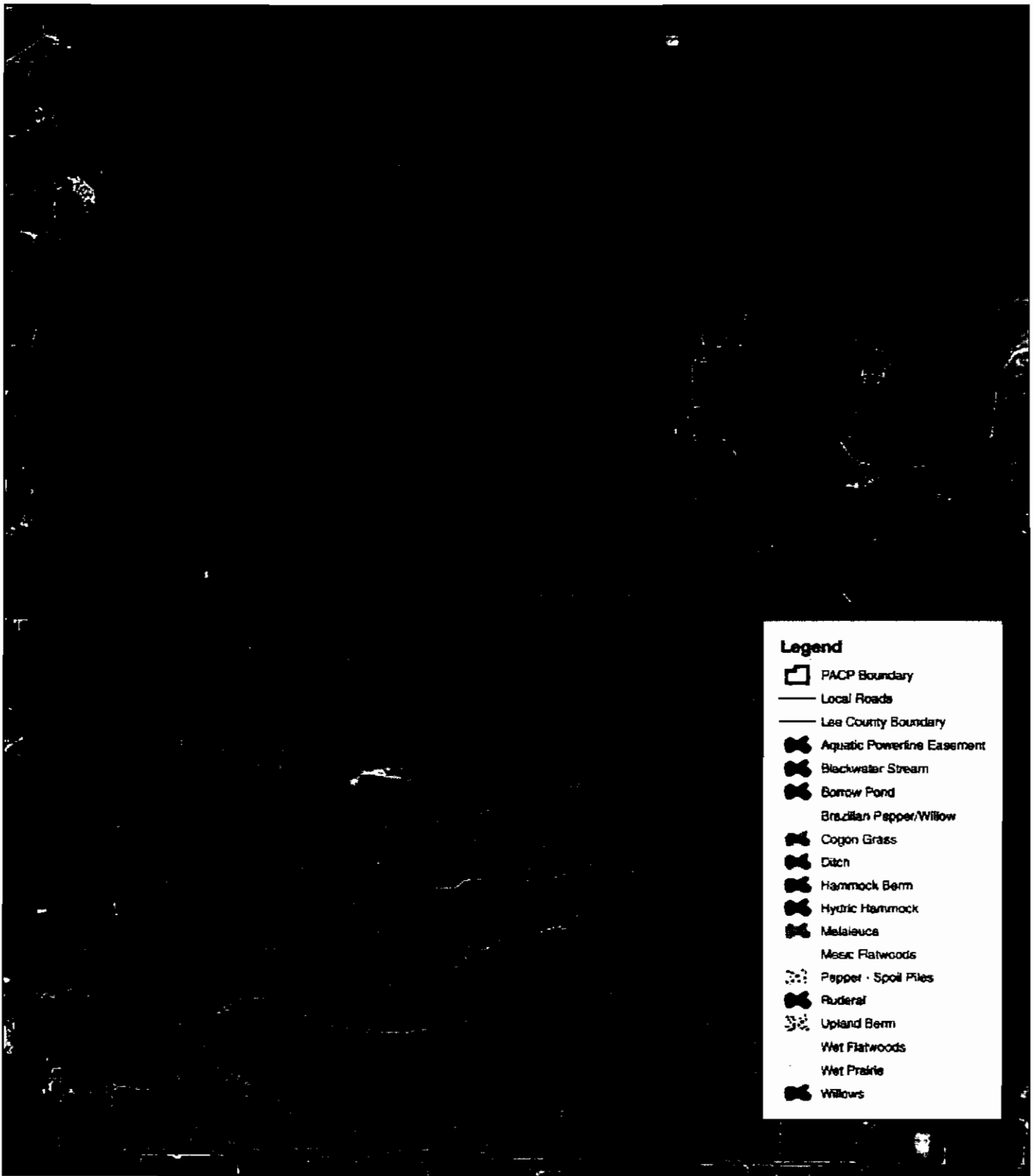


Figure 2: Proposed Exotic Treatment Areas

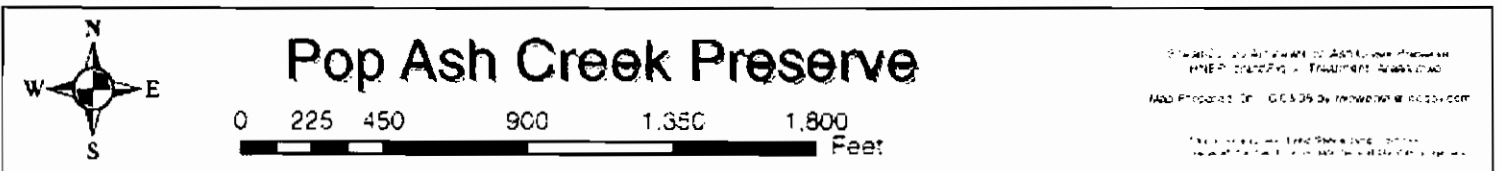
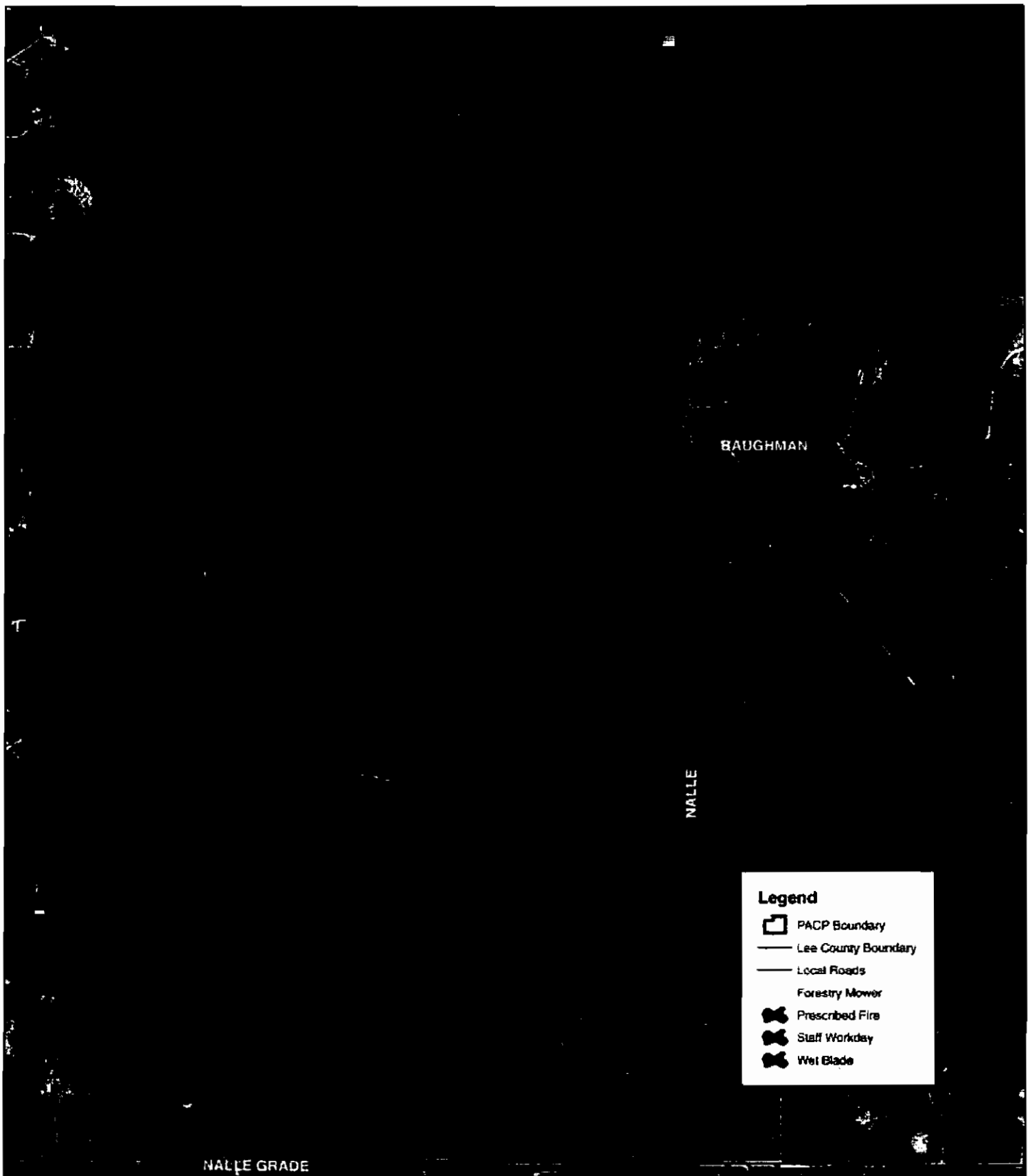
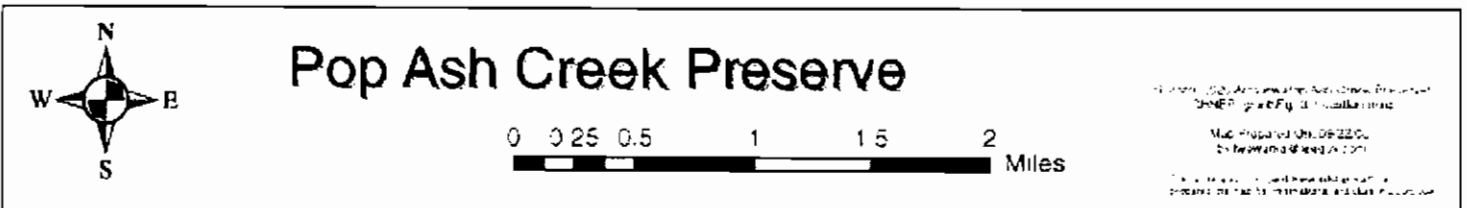
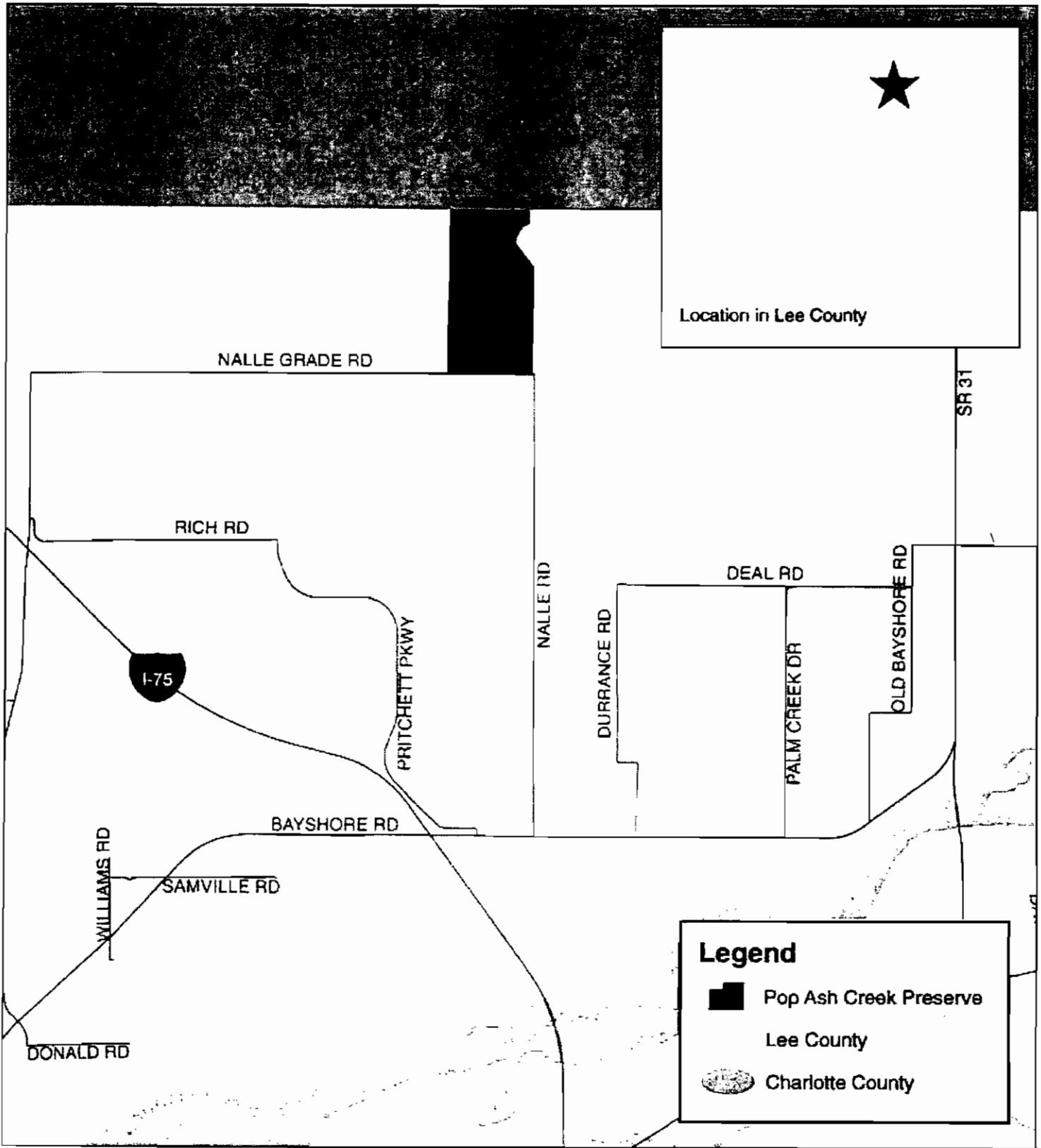


Figure 3: Location Map



Appendix A



Habitat Restoration Resources

1945 Coral Point Drive
Cape Coral, FL 33990-3827

BID Proposal

DATE	ESTIMATE NO.
10/12/2005	171

NAME / ADDRESS
Lee County Parks and Recreation 3410 Palm Beach Blvd. Ft. Myers, FL 33916

PROJECT
Popash Creek

SCOPE OF WORK	DESCRIPTION	UM	AMOUNT	COST	TOTAL
Forestry Mowing	Mowing of Melaleuca at Popash Creek Multiple Access Park	per acre	18	1,000.00	18,000.00
Job bid on a per acre basis			TOTAL		\$18,000.00

Accepted by _____

Phone #	Fax #	E-mail
(239) 574-8173	(239) 574-3487	HabitatRR@earthlink.net

Appendix B



Jeb Bush
Governor

Department of Environmental Protection

Colleen M. Castille
Secretary

Estero Bay Preserve State Park
Koreshan State Historic Site
Mound Key Archeological
P.O. Box 7
Estero, Florida 33928

October 18, 2005

Ms. Sherry Furnari
Lee County Conservation 20/20
3410 Palm Beach Boulevard
Fort Myers, FL 33916

Re: Loan of tractor and Wet Blade TM

Dear Ms. Furnari:

Thank you for your telephone call regarding use of our tractor and Wet Blade TM on Lee County Conservation 20/20 properties. I understand that you would like to borrow the equipment to mow and treat approximately 10.5 acres of melaleuca at Pop Ash Creek Preserve as part of matching funds for a Charlotte Harbor National Estuaries Program grant for which you are applying. We are amenable to loaning you the equipment so long as you provide a qualified operator, transportation of equipment, and that you provide fuel and herbicide.

Please contact me when you are ready to schedule the mowing.

Sincerely,

Bob Baker, Park Manager
Estero Bay Preserve State Park
Koreshan State Historic Site
Mound Key Archaeological State Park

EXHIBIT B
Invoice Information

The following pages are included for ease in reimbursement from the Charlotte Harbor NEP. Please note that budget categories should reflect the budget categories in “Exhibit A.” Charlotte Harbor NEP staff will review “Exhibit A” in their review of any invoices submitted under this contract for consistency.

**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 (please explain)	_____	_____
Total	_____	_____
Match (must attach pg #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
for
RESEARCH AND RESTORATION PARTNERS PROJECTS**

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:
