

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

Blue Sheet No. 20030013

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Grant Agreement with Florida Fish and Wildlife Conservation Commission (FWC), awarding \$25,000 to Lee County for construction of the "FWC '03 Reef Grant" project. Approve corresponding Budget Amendment Resolution amending the FY02-03 - 06-07 CIP Program accordingly. Execute "Attachment E" - Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

WHY ACTION IS NECESSARY: To accept funding from FWC and certify eligibility to receive federal funds.

WHAT ACTION ACCOMPLISHES: Formalizes \$25,000 in grant funding.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:**

C8A

3. MEETING DATE: *01-21-2003*

4. AGENDA:

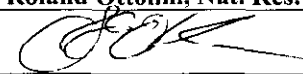
- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

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

- STATUTE 370.25(l)
- ORDINANCE
- ADMIN. CODE
- OTHER Rule 68E-9 FAC

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources
- BY: Roland Ottolini, Nat. Res. Director



7. BACKGROUND:

Lee County Natural Resources Division applied for a grant to fund a new artificial reef project through FWC and the Federal Aid in Sportfish Restoration Program. The State has approved this request in the amount of \$25,000. The grant has no required match and is funded through the FWC on a reimbursement basis. Lee County must certify their eligibility to receive these federal funds. The grant period runs through June 30, 2003.

The grant will fund construction of a single artificial reef on a currently permitted site. Our project will build a reef specifically designed to provide habitat for red grouper. The State has permitted us to deploy the reef without releasing the deployment coordinates for two years to allow us to study the effectiveness of the design with the absence of directed fishing pressure. This project, if successful, will serve to enhance local fisheries as well as recreational and commercial fishing opportunities. In addition, the design could be utilized in other areas of the State to increase the standing stock of red grouper. Three original copies of the grant agreement and Certification are included for processing. All three executed copies should be sent to the State for finalization whereupon they will return one original to Lee County.

Upon approval, funds will be budgeted per the following accounts:

Expenses: 21308930100.506540

Capital Improvement Grant / FWC '03 Reef Grant / Capital Improvement / Improvement Construction

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services Admin			G County Manager
					OA	OM	Risk	GC
<i>1/3/03</i>			<i>1/3/03</i>	<i>1/6/03</i>	<i>1/8/03</i>	<i>1/8/03</i>	<i>1/8/03</i>	<i>1-6-03</i>
								<i>1-3-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/6/03*
Time: *9:22*
9:00 AM
Forwarded To:
Budget
1/6/03 9:47 AM

RECEIVED BY
COUNTY ADMIN. *EW*
1-6-03
11:00
COUNTY ADMIN.
FORWARDED TO:
1/9 9:00

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$25,000 of the unanticipated revenue from US Fish & Wildlife Service and an appropriation of a like amount for construction costs and;

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

ESTIMATED REVENUES		
Prior Total:		\$90,706,044
Additions		
21308930100.331390.9001	Dept of Interior	25,000
Amended Total Estimated Revenues		\$90,731,044

APPROPRIATIONS		
Prior Total:		\$90,706,044
Additions		
21308930100.503490	Improvements Construction	25,000
Amended Total Appropriations		\$90,731,044

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

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

LEE COUNTY ARTIFICIAL REEF CONSTRUCTION PROJECT

THIS GRANT AGREEMENT is entered into by and between the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**COMMISSION**", and the **LEE COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 1500 Monroe Street, Fort Myers, FL, 33901 hereafter "**GRANTEE**".

NOW THEREFORE, the **COMMISSION** and the **GRANTEE**, for the considerations hereafter set forth, agree as follows:

DUTIES OF THE GRANTEE

1. Scope of Services

The **GRANTEE** shall perform the services and specific responsibilities as set forth in Attachment A, entitled "Scope of Services", attached hereto and made a part hereof.

2. Contractor Eligibility

The **GRANTEE** shall be licensed as necessary to perform under this Grant Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the **COMMISSION** upon request.

TERM OF AGREEMENT

3. This Agreement shall begin upon execution by both parties and end on June 30, 2003, inclusive. In accordance with Section 287.058(2), Florida Statutes, the **GRANTEE** shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.

COMPENSATION

4. As consideration for the services rendered by the **GRANTEE** under the terms of this Agreement, the **COMMISSION** shall pay the **GRANTEE** on a cost reimbursement basis in an amount not to exceed **\$25,000**.

PAYMENTS

5. The **COMMISSION** shall pay the **GRANTEE** for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the **COMMISSION's** Contract Manager. Each invoice shall include the FWC Grant Number and the **GRANTEE's** Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The **COMMISSION** shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit

thereof. Invoices for reimbursement shall be submitted following successful completion of the artificial reef project described in Attachment A, Scope of Services.

6. No Travel expenses, are authorized.

7. The **GRANTEE** shall be compensated on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Banking and Finance, Bureau of Auditing, Voucher Processing Handbook, Chapter 4., C., 1. (attached hereto and made part hereof as Attachment B).

8. For Agreements whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

9. Invoices, including backup documentation, shall be submitted to:

Jon Dodrill, Natural Sciences Manager III
Florida Fish and Wildlife Conservation Commission
Division of Marine Fisheries

For U.S. Postal Service Mail: 620 South Meridian Street, Box MF-MFM
Tallahassee, Florida
32399-1600

For courier service: 2590 Executive Center Circle East, Suite 203
Tallahassee, Florida
32301

TERMINATION

10. This Agreement shall terminate immediately upon the **COMMISSION** giving written notice to the **GRANTEE** in the event of fraud, willful misconduct, or breach of this Agreement.

11. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date and justification for termination, by certified mail, return receipt requested, at least forty-five (45) days prior to the termination date specified in the Agreement.

TAXES

12. The **GRANTEE** recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the term of this Agreement.

NOTICE

13. Unless a change of address is given, any and all notices shall be delivered to the parties at the following addresses:

GRANTEE

Chris Koepfer, Biologist
Lee County
Post Office Box 398
Fort Myers, Florida 33901
941.479-8133
koepfeca@leegov.com

COMMISSION

Jon Dodrill, Natural Sciences Manager
FWCC Division of Marine Fisheries
620 South Meridian St., Box MF-MFM
Tallahassee, Florida 32399-1600
850.922.4340 x209
jon.dodrill@fwc.state.fl.us

AMENDMENT OR MODIFICATION

14. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The **COMMISSION** may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g. specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the **GRANTEE's** cost or the term of the Agreement shall require a formal amendment.

RELATIONSHIP OF THE PARTIES

15. The **GRANTEE** shall perform as an independent agent and not as an agent, representative, or employee of the **COMMISSION**.

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

17. The parties agree that there is no conflict of interest or any other prohibited relationship between the **GRANTEE** and the **COMMISSION**.

INSURANCE REQUIREMENTS

18. To the extent required by law, the **GRANTEE** will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the **GRANTEE** shall require the subcontractor similarly to provide Worker's 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 Worker's Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation statutes, the **GRANTEE** shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the **COMMISSION**, for the protection of his employees not otherwise protected.

19. The **GRANTEE**, as an independent contractor and not an agent, representative, or employee of the **COMMISSION**, agrees to carry adequate liability and other appropriate forms of insurance. The **COMMISSION** shall have no liability except as specifically provided in this Agreement.

CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES

20. This Agreement may be unilaterally canceled by the **COMMISSION** for refusal by the **GRANTEE** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **GRANTEE** on conjunction with this Agreement.

RECORD KEEPING REQUIREMENTS

21. The **GRANTEE** shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement, in accordance with generally accepted accounting principals. The **GRANTEE** shall allow the **COMMISSION**, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds

whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

LIABILITY

22. 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.

NON-DISCRIMINATION

23. 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.

PROHIBITION OF DISCRIMINATORY VENDORS

24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

NON-ASSIGNMENT

25. This Agreement is an exclusive agreement for services and may not be assigned in whole or in part without the written approval of the **COMMISSION**.

PERFORMANCE AND REMEDIES

26. The **GRANTEE** shall perform the services in a proper and satisfactory manner as determined by the **COMMISSION**.

27. It is understood by the parties that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

SEVERABILITY AND CHOICE OF VENUE

28. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

NO THIRD PARTY RIGHTS

29. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

JURY TRIAL WAIVER

30. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against another party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

DIVISION OF MARINE FISHERIES REQUIREMENTS

31. The **GRANTEE** agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The **GRANTEE** will obtain a minimum of two written quotes for any subcontracts required for Agreements in the amount of \$30,000 or less, and the **GRANTEE** will publicly advertise and send bid specifications to a minimum of five (5) potential subcontractors for any subcontracts required for Agreements in excess of \$30,000.

32. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph 31.

33. The **GRANTEE** shall include Attachment A (Scope of Services) *verbatim* in all bid specifications. All bid specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.

34. The **GRANTEE** shall submit bid specifications to the **COMMISSION's** Contract Manager for approval within ninety(90) days following the execution date of this Agreement.

35. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.

36. A summary of the vendor replies and recommended subcontractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.

37. The **GRANTEE** shall include this entire Agreement and all attachments in all subcontracts issued as a result of this Agreement. All such subcontracts in excess of \$5,000 shall be in writing.

38. The **GRANTEE** agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.

39. The **GRANTEE** agrees to provide the **COMMISSION** with a minimum of five (5) days notice for any artificial reef construction that occurs as a result of this Agreement.

40. The **GRANTEE** agrees to follow all provisions of Section 370.25, Florida Statutes and Rule 68E-9, Florida Administrative Code during the term of this Agreement.

41. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the

Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS

42. Effective July 1, 2000, the Florida Single Audit Act requires all non-state organizations (**GRANTEE**) who are recipients of State financial assistance to comply with the audit requirements of the Act, pursuant to Section 215.97, Florida Statutes. In addition, recipients and subrecipients (**GRANTEE**) of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the **GRANTEE** shall be required to comply with the audit requirements outlined in Attachment C, titled "Requirements of the Federal and Florida Single Audit Acts", attached hereto and made a part of this Agreement, as applicable.

43. 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.

CERTIFICATE OF CONTRACT COMPLETION

44. The **GRANTEE** will be required to complete a Certificate of Contract Completion form when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

FEDERAL FUNDS

45. This agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the **GRANTEE** shall be responsible for complying with all federal grant requirements as provided in this Agreement, a copy of which is attached hereto and made a part of as Attachment D. It is understood and agreed that the **GRANTEE** is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.

DEBARMENT AND SUSPENSION

46. In accordance with Executive Order 12549, Debarment and Suspension, 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 Contractor 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 to the Commission by the federal agency issuing the grant award.

47. Upon execution of this Agreement by the **GRANTEE**, the **GRANTEE** shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E

48. As required by paragraphs 47 and 48 above, the **GRANTEE** shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the **GRANTEE**'s work under this Agreement.

ENTIRE AGREEMENT

49. This Agreement represents that 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, and duly signed by each of the parties hereto, unless otherwise provided herein.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**LEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By: _____
(Authorized Signatory*)

By: _____
Director, Division of Marine Fisheries
or Designee

(Print Signatory's Name and Title)

Date: _____

Date: _____

(Grantee)

(Address)

(City, State, and Zip Code)

(Federal Employer Identification Number)

Approved as to form and legality:

FWC Attorney

Reimbursement Check Remittance Address:

(Address)

(City, State, and Zip Code)

*If someone other than the Chairman signs this Agreement, a statement or other document authorizing that person to sign the Agreement on behalf of the County must accompany the Agreement.

List of Attachments included as part of this Agreement:

- | | |
|---------------------|------------------------------------------------------------------------------------------------------|
| <u>Attachment A</u> | <u>Scope of Services</u> |
| <u>Attachment B</u> | <u>Comptroller's Contract Payment Requirements</u> |
| <u>Attachment C</u> | <u>Requirements of the Federal - Florida Single Audit Acts</u> |
| <u>Exhibit 1</u> | <u>State and Federal Funds Awarded through the Florida Fish and Wildlife Conservation Commission</u> |
| <u>Attachment D</u> | <u>Federal Aid Compliance Requirements</u> |
| <u>Attachment E</u> | <u>Certification Regarding Debarment/Suspension</u> |
| <u>Attachment F</u> | <u>FWC Artificial Reef Cargo Manifest</u> |
| <u>Attachment G</u> | <u>Materials Placement Report</u> |

**ATTACHMENT A
SCOPE OF SERVICES**

***LEE COUNTY REEF DEVELOPMENT PROJECT 2003
'NORTH REEF CONCRETE SLABS'***

Lee County proposes to construct and deploy a series of concrete modular slabs (120 tons total) to provide a total of at least 1800 square feet horizontal concrete surface area as low-relief habitat targeted for red grouper. The numbers and sizes of modules used to construct this area will be variable, although the minimum size of each unit is to be at least 3 feet wide x 6 feet long x 18 inches high, with most being much larger (up to approximately 10 feet wide by 15 feet long). Design details will provide a textured surface with small-diameter limestone boulders placed within the slab to mimic red grouper natural habitat to the maximum extent practical. The coordinates are to remain unpublished for a period of two years while effects of habitat design targeting red grouper are evaluated.

The 'North County Line Reef' permitted site is a 0.25 square permitted zone located in federal waters off Lee County. No previous deployments have been made within this site. The site is permitted to Lee County by the U.S. Department of the Army, Corps of Engineers Permit Number 200106041 (IP-DEY), which is valid until May 9, 2012. The 'North County Line Reef' site is located approximately 11.2 nautical miles on a bearing of 286° from Boca Grand Pass. The permitted site center is located at coordinates 26° 18.375' N. and 81° 52.130' W at a depth of 50 feet.

The reef construction activity to be funded consists of the following elements:

MODULE CONSTRUCTION

1. Construction of prefabricated concrete slab modules (approximately 120 tons total). Individual modules will be a minimum size of at least 3 feet wide x 6 feet long x 18 inches high, with most being much larger (up to approximately 10 feet wide by 15 feet long). The total horizontal concrete surface area of all modules combined will be at least 1800 square feet.
2. Micro habitat complexity is to mimic local red grouper habitat as closely as possible. Generalized sizes and shapes of depressions and crevices will be determined based on surveys of natural hardbottom habitats preferred by red grouper. Consideration will also be given to smaller crevices for prey item habitat. The overall surface of the concrete slab will be textured to increase surface area and complexity. Small diameter limestone boulders (1'-2' diameter) may be placed sporadically around within the slab as gentle relief. Recessed lifting eyes will be placed near each corner to allow for easy deployment and stacking. Opening and crevices will be highly variable in both shape and size. The overall intent is to construct a series of modules to be placed in close proximity to each other, to create a large expanse of hardbottom, not several small patches.

LOADING AND TRANSPORTATION

3. Load the concrete materials onto a suitable conveyance and transport to a site for loading onto a barge or other suitable vessel for offshore movement. Load the structures onto a vessel for transportation to the designated reef site. Provide a sufficiently powered transport or towing vessel, personnel, and all necessary equipment to transport the material offshore and deploy it. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.
4. The GRANTEE's Project Manager shall complete the FWC Artificial Reef Cargo Manifest form (Attachment F) to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 370.25, Florida Statutes.

DEPLOYMENT AND MATERIAL PLACEMENT

5. During the deployment of the concrete reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the concrete slab modules on the bottom. Concrete slab modules should be placed within close proximity to each other, without being stacked or placed on top of one another. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated GRANTEE observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. The GRANTEE's observer reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met. **All special and standard manatee protection requirements described in the Army Corps of Engineers Permit No. 200106041 (IP-DEY) for this reef site must be complied with.**
6. The GRANTEE's Contract Manager shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the reef. The markers shall be buoys no less than 12 inches in diameter and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The COMMISSION will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time will also be important to insure the reef is constructed within the permitted area.
7. The GRANTEE's Project Manager or GRANTEE's employee designated as an official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical

relief of the constructed reefs using a fathometer after the reef construction has been completed.

8. Both the GRANTEE and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the GRANTEE's observer and the subcontractor when on site. The GRANTEE's observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The GRANTEE shall be responsible for insuring that all permit condition terms are complied with.
9. The GRANTEE agrees to allow the COMMISSION to conduct on-site inspections of the saltwater artificial fishing reef project before, during, and after the deployment.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

10. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C.
11. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

12. Upon initiation of the handling and movement of these artificial reef materials by the GRANTEE's subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

PAYMENT SCHEDULE

13. The GRANTEE shall be paid on a cost reimbursement basis by the COMMISSION in the form of a single final payment for all allowable costs incurred under this Agreement following satisfactory completion of the project and submission of all required project close out documentation, no later than forty-five (45) days after the ending date of the Agreement. A timely reimbursement request following completion of actual field operations is strongly encouraged.

REPORTING, PERFORMANCE, AND PUBLICATIONS

14. Written or electronically transmitted progress reports must be sent to the COMMISSION's Contract Manager at no less than 60 day intervals beginning from the date of execution of this agreement.

15. **A final field report providing the designated observer's narrative of the reef deployment operation is required prior to reimbursement.** The field report shall include a written chronology and narrative describing the deployment. In addition, the post-construction field report shall provide in-situ measurements describing the spacing between modules and the overall perimeter and surface area of the deployment area. The final field report should include video footage or photographs (underwater and surface).
16. A Materials Placement Report (attachment G) shall be submitted to the COMMISSION's Project Manager within 30 days of field operations completion. The Materials Placement Report shall reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The GRANTEE's Project Manager or GRANTEE employed designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the GRANTEE's Project Manager or GRANTEE-employed designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.
17. Any published articles related to this artificial reef activity should reflect the role of the USFWS Federal Aid in Sport Fish Restoration Program in assisting in the funding of this activity.

REST OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B

Comptroller Contract Payment Requirements Department of Banking and Finance, Bureau of Auditing, Voucher Processing Handbook (10/07/97) Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

REST OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C
REQUIREMENTS OF THE STATE AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

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 Commission 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 Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff 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 Comptroller 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.

In the event that the recipient expends \$300,000 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 resources awarded through the Commission 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 Commission. 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 OMB Circular A-133, as revised, will meet the requirements of this part.

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.

If the recipient expends less than \$300,000 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 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).

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

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 Comptroller; 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 Commission 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 Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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.

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).

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement 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:

The Commission at the following address:

Anthony Carro, Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 138
620 S. Meridian St.
Tallahassee, FL 32399-1600

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

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

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 Commission at the following address:

Anthony Carro, Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 138
620 S. Meridian St.
Tallahassee, FL 32399-1600

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

The Commission at the following address:

Anthony Carro, Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 138
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Anthony Carro, Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 138
620 S. Meridian St.
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission 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.

Contact the Commission's Audit Director, Anthony Carro, by phone at (850) 921-1794 or by email at anthony.carro@fwc.state.fl.us

PART IV: RECORD RETENTION

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

REST OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT E

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

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

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 response been convicted of or had 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

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

(Page 1 of 2)

**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 Florida Fish and Wildlife Conservation Commission (FWC) 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC 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 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.
9. 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(Page 2 of 2)

EXHIBIT - I

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

Federal Agency: U.S. Fish and Wildlife Service
Federal Program: Federal Aid in Sport Fish Restoration Program
CFDA Number: 15.605
State Agency: Florida Fish and Wildlife Conservation Commission
State Program: Division of Marine Fisheries Artificial Reef Grants Program
Recipient: Lee County
Amount: \$ 18,750.00 (75% of total project amount of \$25,000)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL FUNDS AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Only the goods and/or services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.
2. All provisions of Section 370.25, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.
3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

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

MATCHING FUNDS FOR FEDERAL PROGRAMS*:

State Agency: Florida Fish and Wildlife Conservation Commission
State Program: Division of Marine Fisheries Artificial Reef Grants Program
State Funding Source: Marine Resource Conservation Trust Fund
*Federal Agency: U.S. Fish and Wildlife Service
*Federal Program: Federal Aid in Sport Fish Restoration Program
*CFDA Number: 15.605
Recipient: Lee County
Amount: \$ 6,250.00 (25% of total project amount of \$25,000)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES (Florida Single Audit Act):

None - State funds are for Federal Match only.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE STATE FUNDS AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Same as federal

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, require that the information about Federal and State projects included in Exhibit I be provided to the recipient.

INSERT (manually):

Attachment D: Federal Aid Compliance Requirements (from Fed Aid Handbook)

Attachment F: Artificial Reef Materials Cargo Manifest

Page 1 of 1, Attachment F

Attachment G: Materials Placement Report

Page 1 of 1, Attachment G