

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

**Blue Sheet No. 20030435**

**REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the chairman to sign contract amendment #1 to contract # SL893 between the Florida Department of Environmental Protection (DEP) and Lee County for upland exotic plant control services on County preserves and parks.

**WHY ACTION IS NECESSARY:** To continue the contractual process to allow exotic plant control projects funded by DEP to be completed on a task assignment basis, rather than go through a new contract for every project.

**WHAT ACTION ACCOMPLISHES:** The contract amendment #1 changes some of the items for which we are paid.

2. **DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT # 1

*C11A*

3. **MEETING DATE:**

*04-29-2003*

4. **AGENDA:**

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

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

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. **REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Parks & Recreation
- C. DIVISION

BY: John Yarbrough

*John Yarbrough*

7. **BACKGROUND:** On June 19, 2001, the BOCC approved contract #SL893 with the DEP Bureau of Invasive Plant Management. DEP provides funding for upland exotic plant control to various government agencies. Lee County Parks and Recreation has continually applied for and received these funds.

This contract amendment #1 changes the way we will be paid under the contract, instead of getting a fixed price plus incidental expenses and travel expenses, we will get reimbursed on a cost basis without travel expenses. However, we do not receive payment for travel, so this amendment does not affect us but is required to keep the contract current.

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

*CEM*

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>1-14-03 1290000</i>	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i> <i>4/9/03</i>	OA <i>[Signature]</i> <i>4/9/03</i>	OM <i>[Signature]</i> <i>4/10/03</i>	Risk <i>[Signature]</i> <i>4/9/03</i>	GC <i>[Signature]</i> <i>4/9/03</i>	<i>[Signature]</i>

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *4/9/03*  
Time: *8:57 AM*  
Forwarded To:  
*Ch. Adm*  
*4-9-03*

RECEIVED BY  
COUNTY ADMIN. *CA*  
*4-9-03*  
*9:50*  
COUNTY ADMIN.  
FORWARDED TO: *BH*  
*4/10/03*

*C*

**DEP CONTRACT NO. SL893  
AMENDMENT NO. 1**

THIS CONTRACT as entered into on the 19<sup>th</sup> day of June, 2001, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended as follows.

- Paragraph 4.A. is hereby deleted in its entirety and replaced with the following:

As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fixed price/cost reimbursement/fee schedule basis as specified in each executed Task Assignment. Any authorized fee schedule costs will be identified in the Task Assignment and will reflect actual costs to the Contractor. Travel costs are not eligible for reimbursement under this Contract.

- The following language is hereby added to Paragraph 4 of the Contract as subparagraph E:

E. The State Comptroller requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Comptroller's Contract Payment Requirements (attached hereto and made part hereof as Attachment D), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

Contractual (Subcontractors) – Reimbursement requests for payment to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontractors which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price subcontracts, the following provisions shall apply:

- i. The Contractor may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment C. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoices and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - ii. The Contractor may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in paragraph 4.E.i. above. In this instance, the Contractor shall request the advance written approval from the Department's Contract Manager of the fixed price negotiated by the Contractor. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Contract Manager's approval of the fixed price amount, the Contractor may proceed in finalizing the fixed price subcontract, subject to the provision of paragraph no. 23 and any other appropriate provisions of this Contract which affect subcontracting activities.
- Attachments A and B, Task Assignment Notification Form and Task Assignment Change Order Form, are hereby deleted in their entirety and replaced with Attachments A-1 and B-1, Revised Task Assignment Notification Form and Revised Task Assignment Change Order Form, respectively. All references in the Contract to Attachments A and B shall hereinafter refer to Attachments A-1 and B-1, respectively.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

By: [Signature]  
Director, Division of State Lands or designee

Date: \_\_\_\_\_

Date: 2-14-03

[Signature]  
DEP Contracts Administrator

Approved as to form and legality:

[Signature]  
DEP Attorney

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Task Assignment Notification Form (1 Page)
Attachment	B-1	Revised Task Assignment Change Order Form (1 Page)
Attachment	D	Comptroller Contract Payment Requirements (1 Page)

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**ATTACHMENT A-1**

**REVISED TASK ASSIGNMENT NOTIFICATION FORM  
DEP CONTRACT NO. SL893**

Task Assignment Number:

Task Assignment Term:

Contractor Name:

Contractor's Contract Manager/Telephone:

DEP Contract Manager/Telephone:

DEP Site Manager/Telephone:

Task Description and Payment Schedule:

Deliverables:

Due Date:

Task Assignment Type

Task Assignment Amount: \$

Invoicing Frequency:

Funding Information:

Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount

**Approvals:**

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(or designee)

Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewing Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Budget Authority: \_\_\_\_\_ Date: \_\_\_\_\_

DEP Site Manager: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Gwenn Godfrey, Contracts Office (MS93)  
Contracts Disbursements Section (MS78) - 2 Copies

**ATTACHMENT B-1**

**REVISED TASK ASSIGNMENT CHANGE ORDER FORM  
DEP CONTRACT NO. SL893**

Task Assignment Number:

Change Order:

Task Assignment End Date:

Contractor Name:

Contractor's Contract Manager/Telephone:

DEP Contract Manager/Telephone:

DEP Site Manager/Telephone:

Description of Change (use additional pages if necessary):

Increase in Funding Amount: \$

Decrease in Funding Amount: \$

Revised Fixed Price Task Assignment Amount: \$

Invoicing Frequency:

Funding Increase/Decrease Information:

Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount

**Approvals:**

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(or designee)

Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewing Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Budget Authority: \_\_\_\_\_ Date: \_\_\_\_\_

DEP Site Manager: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Gwenn Godfrey, Contracts Office (MS93)  
Contracts Disbursements Section (MS78) - 2 Copies

## ATTACHMENT D

### **Comptroller Contract Payment Requirements Department of Banking and Finance, Bureau of Auditing Manual (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.