

Socioeconomic Analysis of Artificial Reef Systems of Southwest FL - Year 1

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 **WEST COAST INLAND NAVIGATION DISTRICT**, whose address is 200 E. Miami Avenue, Venice, FL 34285 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. Grantee 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 June 30, 2007, inclusive. **All work described in Attachment A, Scope of Services, must be completed no later than June 30, 2007.** The **GRANTEE** shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after June 30, 2007.

COMPENSATION

4. As consideration for the services rendered by the **GRANTEE** under the terms of this Agreement, the **COMMISSION** shall reimburse the **GRANTEE** on a cost reimbursement basis in an amount not to exceed **\$100,000**. The **GRANTEE** shall be required to provide a minimum matching non-federal contribution of \$70,000 of the total project costs in support of the **COMMISSION's** grant from the U.S. Fish and Wildlife Service. In addition to the required \$70,000 match, the **GRANTEE** shall be responsible for all project costs in excess of \$100,000. It is understood and agreed that the **GRANTEE** will subcontract with the University of Florida's Florida Sea Grant Boating and Waterway Management Program, and that the Florida Sea Grant Boating and Waterway Management Program shall be reimbursed for indirect costs at the rate of 5% of its total direct costs. Maximum compensation under the Agreement shall not exceed **\$100,000.00**.

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, and approved by the **COMMISSION** prior to the termination date of the Agreement. In addition, the **GRANTEE** shall submit a separate letter, on the

GRANTEE's letterhead, stating the final total amount of the non-federal matching contribution, along with supporting documentation and invoices for the requested matching expenses. The **GRANTEE** shall not be eligible for reimbursement for services rendered after June 30, 2007. A final invoice must be received by the **COMMISSION** no later than August 15, 2007 to assure availability of funds for payment.

6. Authorized travel expenses shall be compensated on a cost reimbursement basis in accordance with Section 112.061, Florida Statutes.

7. The **GRANTEE** shall be compensated on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Auditing, Voucher Processing Handbook, Chapter 4., C., 1. (attached hereto and made part hereof as Attachment B). Invoices submitted by the **GRANTEE** shall be for 100% of actual project costs. The **COMMISSION** shall make payment to the **GRANTEE** for an amount of the total project eligible cost less the \$70,000 match, not to exceed \$100,000 of approved invoiced costs. The \$70,000 of costs not reimbursed by the **COMMISSION** shall represent the **GRANTEE's** matching contribution as required by the **COMMISSION's** grant from the U.S. Fish and Wildlife Service. In addition, indirect costs shall be paid at the rate of 5% of total direct costs. Maximum compensation under the Agreement shall not exceed **\$100,000.00**.

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:

Keith Mille, Environmental Specialist III
Florida Fish and Wildlife Conservation Commission
Division of Marine Fisheries Management
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

Charles Listowski, Executive Director
West Coast Inland Navigation District
200 E. Miami Avenue
Venice, Florida 34285
941.485-9402
WCIND200@aol.com

COMMISSION

Keith Mille, Environmental Specialist III
FWC Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, Florida 32301
850.922.4340 x207
keith.mille@myfwc.com

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 Contract, Workers' 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 Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the **GRANTEE**. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' 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.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

19. The **GRANTEE** warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the **GRANTEE's** officers, employees, servants and agents while acting within the scope of their employment with the **GRANTEE**.

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** in 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.

PROHIBITION AGAINST LOBBYING

25. The **GRANTEE** certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the **GRANTEE**, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the **GRANTEE** shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The **GRANTEE** shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

26. Pursuant to the Lobbying Disclosure Act of 1995, the **GRANTEE** agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

27. 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.

NON-ASSIGNMENT/SUBCONTRACTING

28. 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**. The **GRANTEE** is authorized to subcontract with the University of Florida's Florida Sea Grant Boating and Waterway Management Program. The **GRANTEE** agrees to be responsible for the fulfillment of all work elements and invoicing in which the subcontractor performs in lieu of the **GRANTEE** and agrees to be fully responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **GRANTEE** that the **COMMISSION** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the **GRANTEE** shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

PERFORMANCE AND REMEDIES

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

30. 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

31. 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

32. 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

33. 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 MANAGEMENT REQUIREMENTS

34. 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 \$25,000 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 \$25,000.

35. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph 34.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

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

42. 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.

43. 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

44. 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.

CERTIFICATE OF CONTRACT COMPLETION

45. 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

46. 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

47. 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 **GRANTEE** shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award.

48. 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

49. 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.

RIGHTS IN INTELLECTUAL PROPERTY

50. All items, materials or products, of any description, produced or developed by the **GRANTEE** for the **COMMISSION** in connection with this Grant Agreement shall be the exclusive property of the **COMMISSION** and the State of Florida and may thereby be copyrighted, patented, or otherwise protected as provided by law. Neither the **GRANTEE**, nor its employees, representatives or subcontractors, shall have any proprietary interest in the products and materials developed under this Grant Agreement. Because Federal funding is involved in support of this Grant Agreement, the Federal Government also reserves a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work (including any future versions, updates and improvements), and to license the same rights and use to agencies and subdivisions of the Federal Government. Publishing rights to the information resulting from this grant agreement are hereby granted to the **GRANTEE**, and to any not-for-profit subcontractors.

ENTIRE AGREEMENT

51. 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.

**WEST COAST INLAND
NAVIGATION DISTRICT**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By: _____
(Authorized Signatory*)

By: _____
Director, Division of Marine Fisheries Management
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>

ATTACHMENT A SCOPE OF SERVICES

Socioeconomic Analysis of Artificial Reef Systems of Southwest Florida Year 1

TITLE

Determining the Economic Benefits of Artificial Reefs for Six Southwest Florida Counties: Lee, Charlotte, Sarasota, Manatee, Hillsborough, and Pinellas

BACKGROUND STATEMENT

Artificial reefs in Florida are constructed with one or more of the following objectives: to 1) enhance private recreational and charter fishing and diving opportunities; 2) provide a socio-economic benefit to local coastal communities; 3) increase reef fish habitat; 4) reduce user conflicts; and 5) facilitate reef-related research.

Expenditures to construct public artificial reefs off Florida coasts have led local governments to quantify the economic benefits that are derived from reef deployments. Six counties in southwest Florida—Lee, Charlotte, Sarasota, Manatee, Hillsborough, and Pinellas—have partnered to determine the economic contribution and use values of artificial reef activities that accrue to their respective counties and to their region. The West Coast Inland Navigation District (WCIND) is funding and administering the two-year project. This Scope of Services describes the tasks to be completed during both year 1 and year 2. This grant agreement (FWC-06117), is to be used towards the year 1 tasks. Year 2 tasks will be reimbursed from a future grant agreement to be executed next fiscal year, pending the successful completion of the year one tasks.

GOALS and OBJECTIVES

1. The primary goal of the project is to determine the economic benefits that artificial reefs (hereafter referred to simply as "reefs") provide to the following southwest Florida counties: Lee, Charlotte, Sarasota, Manatee, Hillsborough, and Pinellas. Specifically, the economic contributions by reef users will be quantified by geographic area and by the activities that occur at reefs. The results will be comparable to studies completed in other regions of Florida (Bell, Bonn, and Leeworthy 1998; Hazen and Sawyer 2001; Hazen and Sawyer 2004). Supporting objectives for the principal project goal are to:
 - a. Estimate total reef use by taking into account the following factors:
 - i. User origin (resident, day-tripper, visitor)¹
 - ii. County
 - iii. User activity (fishing, diving)
 - iv. Boat access type (own craft, charter/hire, friends)
 - v. Launch facility (e.g., ramp, dry stack, wet slip, dock),
 - b. Estimate use values associated with reef use from (a), and
 - c. Estimate the economic contribution of reefs from (a) and (b).
2. Secondary goals are to:
 - a. Determine the socio-economic characteristics of reef users, and
 - b. Estimate the impacts of recent hurricanes and red tide events on the economic benefits that are derived from reef use.

¹ "Resident" is a reef user who travels to a launch facility (e.g., ramp, dry stack, wet slip, dock) that is located within his/her county of residence. "Day-tripper" is a reef user who travels to a launch facility in another county, but returns home on the same day. "Visitor" is a reef user who travels to a launch facility from a location that is outside of the boating region or "regional service area" that is associated with the county. The assumption is that the visitor will be required to overnight in the county where the reef trip originates. These categories were chosen, in part, to be consistent with previous studies in the region that will be used in this study.

PROCEDURES

The information needed to estimate the economic benefits of reef use (primary objective 1) will be derived from surveys. The sampling frames will be based on available lists of users (e.g., by user type, boat access type, and/or launch facility). This approach will derive the needed estimates by targeting user groups for questioning using a combination of an Internet² survey and personal interview questionnaires. Information from users will be augmented with information from previous boating studies in the area, estimates of the total population from boat and saltwater fishing licenses, and from charter/for-hire operations where necessary to obtain estimates of the overall population. Local county personnel³ will be instrumental in developing relationships and fostering the necessary cooperation to obtain this data, especially for the charter/for-hire.

Overall, the estimates derived from this study will be comparable to those generated for other regions of Florida (e.g., estimates of party- and/or person-days will be provided). This study proposes to rely more on "bottom-up" estimates of reef use (i.e., identifying and targeting users from known waterway access points and using the total number of users, such as the number of licenses, to derive population estimates) as opposed to a "top down" general canvassing (i.e., intercepting the general population to determine the share that are users). The proposed approach takes advantage of existing data from recent boating studies in Southwest Florida (e.g., the relatively large sample of marine boaters) and is feasible for this study due to the involvement of county personnel and the well-defined user groups (e.g., fishermen and divers).

Short of interviewing reef users at the reefs that they visit, the next best option is to intercept them at the points where they must launch or board a boat. Table 1 lists different launch points and access types that enable users to visit reefs in the study area. Table 1 also provides a preliminary assessment of the degree to which particular launch points or access types are used by residents, day-trippers, and visitors as obtained from previous studies. In particular, the percentages listed in Table 1 are derived from three recreational boating characterizations conducted by Florida Sea Grant (FSG) in the project area. The characterizations were based on mail surveys sent to 19,428 boaters to which approximately 5,000 responded. Information collected from respondents included detailed cartographic descriptions of their last two boating trips including: origins; boat launch facility types; and on-the-water routes, destinations (including artificial reefs), and activities. In addition, respondents provided demographic information and they indicated how frequently they use launch facilities in the study area.

Table 1. Types and points of access to study area waterways.

Types and Points of Waterway Access	Reef User Origin		
	Resident	Day-Tripper	Visitor
Public/Private Ramp	81%	18%	1%
Public/Private Marina Wet and Dry Slips	77%	18%	5%
Resident Dock	95%	0%	5%
Rental Unit Dock	x ²	x	X ¹
For-Hire Boat	x	x	X
Rental Boat	x	x	X

¹A bold capitalized X signifies a primary access point/type for the specified reef user.

²A lower case x signifies a secondary access point/type for the specified reef user.

The sample frames developed for the characterizations were constructed by surveying public ramps, marina wet slips, and dry storage facilities. The preliminary analysis of the characterization results presented in Table 1 indicates that resident and day-tripper reef users are predominant at ramps, marinas, and dry storage facilities. As

² The Internet survey will include mail notification and, if needed, a telephone component.

³ The reef coordinators and UF/IFAS marine agents for each county have agreed to assist in completing project tasks.

part of this project, the FSG characterization data will be analyzed in greater detail in order to develop survey methods that are specific to reef user origins—resident, day-tripper, or visitor.

Surveys of Artificial Reef Users

Residents and Day-Trippers: Information and sample frames obtained for the three recreational boating characterizations that were conducted in all of the project counties (Sidman et al. 2004, 2005, 2006) will be used to define the geographic area within which boaters are willing to travel to study area facilities to partake in one-day boating excursions. In other words, the delineated geographic area will encompass the population of (1) residents and (2) day-trippers (as defined in the objectives) that access reefs from launch facilities in the project counties.

The sample frames developed for the recreational boating characterizations contain 19,428 boaters whose contact information was obtained by surveying public ramps, marina wet slips, and dry storage facilities in Pinellas, Hillsborough, Manatee, Sarasota, Lee, and Charlotte counties between 2003 and 2006 (Table 2). Information for each boater includes their name and mailing address (street, city, state, and ZIP code) and the name of the boat launch facility at which they were observed.

Table 2. Distribution of sample frame records by county.

County	Boat Launch Facility Type				
	Resident Dock	Marina Dry Slip	Marina Wet Slip	Ramp	Total
Charlotte	847	808	829	1,138	3,622
Hillsborough	496	267	157	189	1,109
Lee	1,153	852	553	2,234	4,792
Manatee	470	310	431	586	1,797
Pinellas	504	733	842	781	2,860
Sarasota	2,193	714	465	1,876	5,248
Total	5,663	3,684	3,277	6,804	19,428

The mailing address of launch facility patrons will be used to determine GIS coordinates to map their landside origin.⁴ GIS software and online commercial geocoding services, such as *TeleAtlas* (www.geocode.com), will be used to geographically locate the homes of facility patrons. Analytical techniques similar to those employed in Sidman et al. (2005) will then be used to delineate regional service areas. The geographic extents of the service areas will be adjusted based on travel time information provided by reef users who responded to the recreational boating characterization surveys. Additionally, a GIS-based network analysis of the transportation infrastructure will allow for determination of the outer limits beyond which one-day trips by day-trippers are unlikely. To ensure that the population of day-tripper reef users is adequately captured, a sample of boat owners some distance beyond the service area boundaries will be queried.

Once regional service areas are delineated, they will be used to extract from the Florida Vessel Title Registration System (VTRS) and Florida's database of salt-water fishing license holders those records of registered boaters and fishers whose mailing addresses are located within the geographic areas. The extracted records will constitute the population of resident and day-tripper reef users from which survey samples will be drawn. The probability that a VTRS or fishing license record will be included in the day-tripper sample will be weighted based on its geographic distribution within the service areas. Geographic weighting of records is based on the assumption that use-intensity typically declines with increasing distance from potential launch facilities, as modified by location and direction. In other words, the probability that a day-tripper will use reefs within the study area will decline with distance from

⁴ Origin refers to starting address for their boat trip. For example, the origin of someone who trailers a boat most often is their home residence.

potential launch points. Information from the recreational boating characterizations will be used to determine the appropriate geographic weighting scheme.

Samples drawn from the population of registered boaters and salt-water fishers will be queried to estimate what proportion of residents and day-trippers travel to reefs in the study counties, and how often they did so over the course of the year preceding initiation of the study survey. The economic contributions of respondents who used reefs during the 12 months immediately preceding the survey date will be assessed for residents and day-trippers.

To estimate the impacts of recent hurricanes and red tide events on the economic benefits that are derived from reef use, the resident and day-tripper samples will include reef users who responded to the three recreational boating characterization surveys that encompassed all of the project counties.

Only those boaters and fishers within the above-described sample frame who own a vessel with a registration or hold a fishing license that was valid at any time during the previous 12 months will be eligible to receive a socio-economic survey for the project.⁵ The rationale for not including boaters with vessels that were not registered at any point during the previous 12 months is that they were unlikely to have used their boat to visit reefs during the period of interest.⁶ To select eligible survey participants, the VTRS will be used to select records (boaters) that correspond to valid vessel registrations—in other words, those boaters with a vessel that was registered at any point during the previous 12 months.

Survey Instrument: The research team will develop the survey instrument in collaboration with staff from the WCIND and participating counties. The instrument will be designed to ascertain for resident and day-tripper reef users (and others who accompany them on trips to reefs⁷): (1) expenditures associated with reef use, (2) demographic characteristics of reef users, and (3) temporal changes in reef use due to hurricanes and red tide (for comparison to the observed changes previously described). In addition, reef users will be queried about their “willingness to pay” for improved reefs and/or the placement of additional reefs.⁸ A pretest of the instrument will be conducted prior to its implementation.

A post card will be mailed to the sample of resident and day-tripper reef users to inform them of the survey purpose and to provide them with instructions for accessing the Internet survey. After a suitable time period has elapsed, two waves of reminder cards will be sent to non-respondents. The target number of responses for resident reef users is 400 from each of the seven counties, for a total of 2,400 valid (completed) returns. The target number of responses for day-tripper reef users is 400 from each boating region or “regional service area.” The number of boating regions to be defined using the previously described methods are expected to be less than the number of study counties.

To achieve the required number of responses from resident and day-tripper reef users, invitations to participate in the Internet survey will be sent to a sufficiently large sample of boaters and fishers. To determine the appropriate sample sizes, the proportion of boat trips associated with reef destinations will be estimated from (1) user responses to the recreational boating characterizations and (2) similar reef studies completed in other Florida regions. The number of invitations that will be sent will be based on a minimum response rate of 10% that was achieved during previous Internet surveys conducted by Florida Sea Grant.

⁵ Further screening of eligible participants will occur based on the characteristics of the vessels they own and whether or not they are adequate for visiting reefs in the study area. The determination will be based, partly, on the locations of the reefs and previous recreational boating characterizations that identified vessel types with probable reef use.

⁶ This does not preclude the possibility that they visited reefs in the study area by other means.

⁷ Others onboard during a trip to an artificial reef could include residents, day-trippers, and/or visitors.

⁸ Willingness-to-pay (WTP) is an economic concept that is used to measure values of non-market goods. WTP captures the value to an individual of using the reefs that is over and above what they actually had to pay to enjoy it. Such measures are routinely calculated for goods that are purchased by estimating a demand curve. While initial applications would ask respondents to provide a dollar figure, recent advances to the methodology include asking about their preferences for the reallocation of public funds or placement of a new reef.

Visitors: For the purpose of this project, a visitor is a boater/reef user who travels to a launch facility from a location that is outside of the boating region or “regional service area.” Furthermore, a visitor, as defined for this study, is someone who needs to overnight in a locally-based facility that is not his/her primary residence—for example, a hotel/motel, campground, or vacation rental⁹—in order to partake in a trip to a reef within the study area. Visitors may visit reefs using their own boat or that of an associate (e.g., relative/friend/colleague), a rental boat, or aboard a for-hire sector boat.

Several methods will be used to quantify the economic contributions of visitors who launch from study area facilities to use reefs. As shown in Table 1, a priori information derived from the FSG characterizations can be used to determine the proportions of visitors who use ramps, marinas, and dry storage facilities. The sample frame developed between 2003 and 2006 for the characterizations includes boats that were kept in public marinas (wet and dry slips) and that had vessel registrations that were current (valid) at the time they were surveyed. Those marina-based boat owners from the boating characterization sample frame who qualify as visitors and whose vessels had valid registrations at any point during the 12 months preceding the initiation of this project will be included in the visitor sample frame.

The largest proportion of visitors is expected to access reefs via the for-hire sector. Owners of charter, head, and guide boats within the study area will be queried to determine the share of trips made by this sector to reefs. A sample frame of owners of for-hire vessels will be constructed from various sources, including the list of Florida saltwater vessel license holders and the National Marine Fishery Service’s database of federal charter permit holders. The sample frame will be used to select owners to be surveyed by the research team and by staff members from participating counties. The specific sample methodology will be determined based on meetings with industry representatives. The information obtained from the sample will be used in conjunction with characteristics of the for-hire fleet to estimate total capacity (e.g., person days per year). The sample frame of visitors to receive an invitation to the survey will be obtained on-site at for-hire operations and directly from for-hire boat owners.

Projecting Survey Results to the Population

To extrapolate to the resident, day-tripper, and visitor populations, secondary information on the number of licensed boaters, fishing license holders, and visitors will be used (i.e., a methodology that provides results consistent those from Hazen and Sawyer studies). Boat owners and license holders whose mailing addresses geocode to the boating regions (regional service areas) or whose VTRS record(s) have an activity code that is associated with a county within a boating region represent the combined resident and day-tripper populations. The sample frame of for-hire sector operators and the survey of a sample of those operators will be used to determine the population of annual visitors that access reefs via the for-hire sector.

PROJECT TASKS and TIMELINE

The project tasks to be completed in budget year 1 (Jan 2007 – June 30, 2007) and budget year 2 (July 1, 2007 – June 30, 2008) are outlined below. Table 3 presents a timeline for completion of the tasks over the two-year project. Progress reports will be provided to the WCIND on 30 June 2007, 30 September, 2007, 31 December 2007, and 31 March 2008. The final report will be delivered on or before 30 June 2008.

List of Tasks:

1. Determine which records from the sample frame of 19,428 boaters are associated with eligible vessels that were registered some time during the 12 months prior to the survey mailing date.
2. Geo-code boat and vehicle tag numbers collected at study area boating facilities and contained within the sample frames. Analyze the geo-coded data and delineate the geographic service area (reach) of resident and day-tripper reef users for the study counties.
3. Extract vessel owner and fishing license records from the VTRS and fishing license database that correspond to the geographic service area delineated in task 3.
4. Conduct a pretest of the Internet survey and then invite a random sample of boaters extracted from the sample frames constructed for tasks 1, 2, and 4 above and within the geographic service areas delineated in task 3 to

⁹ A locally-based facility is one that is located within the boating region or “regional service area.”

determine their degree of reef usage over the course of a 1-year period. Reminder cards will be mailed to non-respondents.

5. Enter and clean data from completed surveys.
6. Conduct survey and interviews with for-hire sector operators and reef users from this sector.
7. Analyze the results obtained from the surveys of residents, day-tripper, and visitor reef users.
8. Complete the final project report

DELIVERABLES

The grantee is required to submit:

- 1) Monthly written or electronic status reports summarizing field and administrative activities related to progress toward completion of the above activity submitted to the Commission at quarterly intervals, due on or before:

March 2, 2007

April 2, 2007

May 1, 2007

June 1, 2007

June 30, 2007 (final year-1 progress report)

- 2) The final Year-1 progress report is due on or before the grant expiration date describing the project with an evaluation of the work performed and the results and benefits in sufficient detail to enable the Commission to assess the success of the work completed. At a minimum, the final Year-1 progress report shall contain the following:
 - a) A narrative section describing the work completed to date;
 - b) A discussion section to discuss the problems that limited the results of the project to date;
 - c) submittal of the sampling design with sampling instruments (i.e., questionnaires) used to date.

- 3) The entire hard copy Year-1 final report also provided as a bookmarked Adobe Acrobat (.pdf) file on a CD rom, suitable for posting on the internet.

INVOICES AND PAYMENTS

The Grantee will be reimbursed only for budgeted expenses incurred during the agreement time period that are directly related to the project.

For the period from Agreement Execution through June 30, 2007 a single payment of up to \$100,000 will be made in return for the following:

- A. Submittal of all required monthly progress reports.
- B. Submittal of the final year-1 progress report.
- C. Submittal of a single invoice for allowable expenses (in accordance with the 'Payments' section of the Grant Agreement (items 5-9), and Attachment B). A final invoice must be received by the **COMMISSION** no later than August 15, 2007 to assure availability of funds for payment.
- D. Submittal of a separate letter, on the **GRANTEE's** letterhead, stating the final total amount of the non-federal matching contribution used towards this project, along with supporting documentation and invoices for the requested matching expenses (in accordance with the 'Payments' section of the Grant Agreement (items 5-9) and Attachment B).

Table 3. Timeline of project tasks for budget years 1 and 2.

TASKS	BUDGET YEAR 1						BUDGET YEAR 2								
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
	2007												2008		
Progress Reports						XXXX			XXXX			XXXX			XXXX
Task 1: Construct Sample Frames		XXXX	XXXX												
Task 2: Determine Day-tripper Regional Service Area(s)				XXXX	XXXX	XX									
Task 3: Extract Resident and Day-tripper Records				XX	XXXX	XXXX									
Task 4: Random Survey of Residents and Day-trippers						XXXX	XXXX	XXXX	XXXX	XXXX					
Task 5: Process Survey Data							XXXX	XXXX	XXXX	XXXX	XXXX	XXXX			
Task 6: For-Hire Sector Survey		XXXX	XXXX			XXXX	XXXX	XXXX		XXXX	XXXX	XXXX			
Task 7: Socio-Economic Analysis												XXXX	XXXX	XXXX	
Task 8: Final Report															XXXX

CITATIONS

Bell, F.W., M.A. Bonn, and V.R. Leeworthy. 1998. Economic Impact and Importance of Artificial Reefs in Northwest Florida. Office of Fisheries Management and Assistance Service, Florida Department of Environmental Administration.

Hazen and Sawyer in association with Florida State University and the National Oceanic and Atmospheric Administration, "Socioeconomic Study of Reefs in Southeast Florida," Final Report, October 2001, prepared for Broward County, Florida.

Hazen and Sawyer, "Socioeconomic Study of Reefs in Martin County, Florida," Final Report, July 2004, prepared for Martin County, Florida.

Sidman, C., T. Fik, and B. Sargent. 2004. A Recreational Boating Characterization for Sarasota and Tampa Bays. TP 130, University of Florida, Gainesville, FL: Florida Sea Grant.

Sidman, C., T. Fik, R. Swett, B. Sargent, and S. Fann. 2005. Estimating Land and Water-Side Service Areas and Use Potential for Boat Ramps: A Case Study of Tampa and Sarasota Bays. TP-142, University of Florida, Gainesville, FL: Florida Sea Grant.

Sidman, C., R. Swett, T. Fik, S. Fann, D. Fann, and B. Sargent. 2005. A Recreational Boating Characterization for Greater Charlotte Harbor. TP 150, University of Florida, Gainesville, FL: Florida Sea Grant.

Sidman, C., R. Swett, T. Fik, S. Fann, and B. Sargent. 2006. A Recreational Boating Characterization of Sarasota County. TP 152, University of Florida, Gainesville, FL: Florida Sea Grant.

REST OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B

Comptroller Contract Payment Requirements Department of Financial Services, Bureau of Accounting and 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.

ATTACHMENT C REQUIREMENTS OF THE FLORIDA 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 \$500,000 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 \$500,000 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 \$500,000 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 \$500,000 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 \$500,000 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 \$500,000 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: OTHER AUDIT REQUIREMENTS

None

PART IV: 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:

Trevor Phillips, Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
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:

Trevor Phillips, Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
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:

Trevor Phillips, Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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, Trevor Phillips, by phone at (850) 488-6068 or by email at trevor.phillips@myfwc.com

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

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 Management Artificial Reef Grants Program
Recipient: West Coast Inland Navigation District
Amount: \$100,000

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.
4. The GRANTEE shall be required to provide a matching contribution of the total project costs (a minimum of **\$70,000.00**) in support of the **COMMISSION's** grant from the U.S. Fish and Wildlife Service.

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

MATCHING FUNDS FOR FEDERAL PROGRAMS*:

None.

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

None.

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

Not applicable.

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.

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)

INSERT (manually):

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