

## United States Department of the Interior

**FISH AND WILDLIFE SERVICE**  
1875 Century Boulevard  
Atlanta, Georgia 30345

In Reply Refer To:  
FWS/R4/BA/CGS

September 3, 2009

Dr. Richard D. Garrity  
Executive Director  
Environmental Protection Commission  
Of Hillsborough County  
3929 Queen Palm Drive  
Tampa, Florida 33619-1309

Dear Dr. Garrity:

Enclosed for your files is an executed copy of Cooperative Agreement No. 401819J549. Also enclosed are Standard Forms 269 and 270 for your use under this agreement. A copy of the Project Officer delegation is also enclosed.

If you have any questions concerning this action, please contact Janice McNeill, Contract Specialist, at the above address, Suite 310, or at telephone number (404) 679-4056.

Sincerely,

Don Calder  
Chief, Division of Contracting and Grant  
Services

Enclosure

AGREEMENT NO.: 401819J549  
CHARGE CODE: 41910-1124-0000 W5 (FY09)  
AMOUNT: \$25,000.00  
DUNS NO: 032500985  
FAADS: 12-71000-Tampa-057-Hillsborough-33601-09-08/01/2009-07/31/2010-to restore the hydrology on land that will be added to the Cockroach Bay saltern habitat-00

### COOPERATIVE AGREEMENT

Between

U.S. DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

And

ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY

I. COOPERATIVE AGREEMENT RECIPIENT:

Environmental Resources Management Division  
Environmental Protection Commission of Hillsborough County  
3629 Queen Palm Dr.  
Tampa, FL 33619

Recipient Class: Local Government  
Catalog of Federal Domestic Assistance Number: 15.630

II. AUTHORITY:

This Cooperative Agreement ("agreement") between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and the Environmental Protection Commission of Hillsborough County (hereinafter referred to as the "Recipient") is hereby entered into under the authority of the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j, not including 742d-l; 70 Stat. 1119, as amended).

III. PURPOSE AND BACKGROUND:

This Cooperative Agreement is being entered into in order to restore the hydrology on land recently purchased by the Hillsborough County via its Environmental Lands Acquisition and Protection Program. The land will be added to the Cockroach Bay Aquatic Preserve on Tampa Bay. The area contains approximately 10 acres of saltern habitat. Salt barrens (aka salterns) forms in areas where brackish water moves in during very high tides and evaporates, creating open stretches of salty, dry soil. During periods of inundation, salt barrens serve as foraging areas for fish and wading birds including important sport fish such as snook and tarpon. Funding for this project will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheetflow from the surrounding upland and high marsh areas to the saltern sites. A minimum of a 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish in the filled ditch areas. This proposal represents Phase I of a larger scale restoration project comprised of three phases on the site and an adjacent site.

IV. SCOPE OF EFFORT:

A. The Service shall:

1. Provide funding in the amount of \$25,000.00 to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheet flow from the surrounding upland and high marsh areas to the saltern sites.
2. Provide technical assistance regarding the hydrological restoration of the property by filling in drainage ditches and removing berms from the surrounding upland and high marsh areas to the saltern sites.

B. The Recipient shall:

1. Provide technical assistance regarding the engineering survey of the property and hydrological restoration of the surrounding upland and high marsh areas to the saltern sites.
2. Remove exotics within a 100 foot buffer area of the project site to lessen the chance to re-establish in the filled ditch areas.
3. Provide the necessary equipment, supplies and labor to effect the appropriate habitat management actions.

4. Execute and conduct the project as described in their proposal, Attachment A, incorporated herein and made a part hereof. The Recipient may contract for service to assist in this effort.

V. PERIOD OF PERFORMANCE:

The period of performance of this agreement is August 1, 2009 to July 31, 2010.

VI. AWARD AMOUNT:

- A. TOTAL (NOT-TO-EXCEED) AWARD AMOUNT: \$100,000.00
- B. TOTAL AMOUNT FUNDED TO DATE: \$25,000.00
- C. FUNDED INCREMENTS: The Recipient is advised that the Service's obligation to provide funding for funding increments included in this agreement is contingent upon (i) satisfactory performance and (ii) the availability of funds. Accordingly, no legal liability on the part of the Recipient exists unless or until funds are made available to the Recipient and notice of such availability is confirmed in writing to the Recipient.

VII. APPROPRIATION DATA:

APPROPRIATION: 41910-1124-0000 W5 25,000.00 (FY 09)

VIII. PAYMENT PROVISIONS:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient may submit requests for payment using Standard Form 270, Electronic fund transfer may be used in lieu of SF-270 if available. Request for Advance or Reimbursement, no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.)
- B. The original and two copies of each payment request (SF 270) shall be submitted to the Service Project Officer identified in Article X.A. of this agreement. Upon approval, the Service Project Officer shall forward the payment request and one copy to the Budget, Planning and Financial Services Officer for processing.
- C. Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable costs in accordance with OMB Circular A-87 ("Cost Principles for State and Local Governments") shall be refunded to the Service.

D. This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Recipient that are not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount.

IX. ADMINISTRATIVE OFFICER:

The Administrative Officer for this agreement is:

**Janice McNeill**  
Contract Specialist  
U.S. Fish and Wildlife Service  
1875 Century Boulevard, Room 310  
Atlanta, GA 30345  
Phone: (404) 679-4056  
Fax: (404) 679-4057  
Email: [Janice\\_mcnell@fws.gov](mailto:Janice_mcnell@fws.gov)

X. PROJECT OFFICERS:

A. Fish and Wildlife Service:

**Ann Marie Lauritsen**  
United States Fish and Wildlife Service  
Ecological Services Office  
600 4<sup>th</sup> Street South  
St. Petersburg, FL 33701  
(904) 525-0661  
[AnnMarie\\_Lauritsen@fws.gov](mailto:AnnMarie_Lauritsen@fws.gov)

B. Recipient:

**Laura Thorne**  
Environmental Restoration Section  
Environmental Resources Management Division  
Environmental Protection Commission of Hillsborough County  
3629 Queen Palm Dr.  
Tampa, FL 33619  
(813) 627-2600\*1081  
[thornel@epchc.org](mailto:thornel@epchc.org)

XI. REPORTING/DELIVERY REQUIREMENTS:

A. Interim Reports

The recipient shall submit an annual progress report to the Service Project Officer by the 10<sup>th</sup> day of the month following the period reported upon.

B. Final Report

Within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification, the Recipient Project Officer shall submit a final report to the Service Project Officer identified in Article X.A. of this agreement. A copy of the final report shall also be forwarded to the Service Administrative Officer.

C. Final Financial Status Report

Within 90 days after completion of this award, the Recipient shall submit to the Service Administrative Officer a final Financial Status Report (Standard Form 269).

XII. TERMS AND CONDITIONS:

The Department of the Interior regulations governing assistance agreements with state, local, or Indian tribe governments at subparts A-E of 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, (plus relevant circulars of the Office of Management and Budget as referenced in these regulations), are applicable to this agreement and are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Service's Division of Contracting and Grant Services will make the full text of these regulations available.

XIII. MODIFICATIONS:

Modifications or renewals may be proposed at any time during the period of performance by either party and shall become effective upon written approval of both parties.

XIV. SPECIAL PROVISIONS:

- A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of the Interior, Fish and

Wildlife Service, shall be included in any formally published article providing the Service does not otherwise deem it appropriate to issue a disclaimer. Authorship shall not incur any privileges of copyright or restriction on distribution.

- B. Any research data collected under this agreement shall be jointly owned by the parties to this agreement. Both parties shall have complete and unlimited access to all such data.
- C. News releases and other publicity issued by either party concerning this agreement will give due credit to cooperators to this agreement and is subject to approval prior to release by the Service's Regional Public Affairs Office.
- D. No member of, or delegate to, Congress or resident commissioner, shall be admitted to any share or part of this agreement; or to any benefit that may rise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.
- E. The Service's liability will be governed by the Federal Tort Claims Act (28 U.S.C. 2671 et seq.). The extent of the Recipient's liability shall be governed by the laws of the State of Florida, including but not limited to section 768.28, Florida Statutes.
- F. The Recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c, popularly known as "Buy American Act").

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date therein written.

U.S. DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

BY: 

TITLE: CHIEF, DIVISION OF CONTRACTING  
AND GRANT SERVICES

DATE: 9-3-09

ENVIRONMENTAL PROTECTION  
COMMISSION OF  
HILLSBOROUGH COUNTY

BY: 

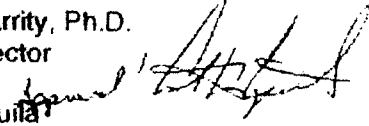
TITLE: Ex. Director


DATE: 8/27/09

Attachment "A"

**MEMORANDUM**

To: Richard D. Garrity, Ph.D.  
Executive Director

THRU: Anthony D'Aquila   
Director, Environmental Resource Management

 Joan Ohman  
Director, Administration and Finance

FROM: Laura Thorne  
Environmental Scientist II, Environmental Resource Management

SUBJECT: Grant Pre-Proposal for United States Fish and Wildlife Service (USFWS)  
Coastal Programs Grant.

This is to request authorization to submit the attached proposal entitled: "Cockroach Bay Saltern Restoration Project-Phase II" for United States Fish and Wildlife Service (USFWS) Coastal Programs Grant. This proposal is for the restoration of the hydrology on land recently purchased by the Hillsborough County Environmental Lands Acquisition and Protection Program (ELAPP) to be added to the Cockroach Bay Aquatic Preserve on Tampa Bay. The area contains approximately 10 acres of saltern habitat. Funding for this project will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheetflow from the surrounding upland and high marsh areas to the saltern sites. A 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish in the tilled ditch areas. This proposal represents Phase II of a larger scale restoration project comprised of three phases on the site and an adjacent site. The attached proposal is due July 10, 2009.

Approved   Disapproved

Richard D. Garrity, Ph.D.  
Executive Director  
Date: \_\_\_\_\_

*kt*

**Cockroach Bay Saltern Restoration Project Full-Proposal**  
**Environmental Protection Commission of Hillsborough County**

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**Principal Investigators and Key Personnel:**

Laura Thorne, Environmental Scientist II  
Environmental Protection Commission of Hillsborough County  
3629 Queen Palm Drive  
Tampa, FL 33619  
(813) 627-2600 x1081  
[thornel@epchc.org](mailto:thornel@epchc.org)

David J. Karlen, General Manager I  
Benthic Monitoring Section Supervisor  
Environmental Resources Management Division  
Environmental Protection Commission of Hillsborough County  
3629 Queen Palm Drive  
Tampa, FL 33619-1309  
Phone: (813) 627-2600 x1202  
[karlen@epchc.org](mailto:karlen@epchc.org)

Ms. Thorne received a B.S. degree in Biology from the University of South Florida in 2005. She has worked as an Environmental Scientist since then at The Environmental Protection Commission of Hillsborough County. She has performed a variety of roles there including water quality, seagrass and benthic monitoring, database management, geo-statistical analysis, and grant project management. She is currently project manager on the Bahia Beach Restoration and is the administrator of the Pollution Recovery Funds.

Mr. Karlen received a B.S. and M.S. degree in Biological Oceanography from the Florida Institute of Technology in 1991 and 1993 respectively and is currently a Ph.D. candidate in Biology at the University of South Florida. He has worked at the Environmental Protection Commission of Hillsborough County since 1994 as a benthic ecologist and marine invertebrate taxonomist. He is currently the manager of the Tampa Bay Benthic Monitoring Program.

**Major Objectives:**

The major objective of this project is to restore the historical sheet flow to this property thereby increasing the size and health of the existing salterns.

**Results and Benefits Expected:**

The benefits are expected to be enhanced fisheries habitat and an aid to restoring some of the 36% loss of saltern area in the Tampa Bay area.

**General Project Information:**

Salt barrens aka salterns are of particular interest to the habitat restoration efforts in Tampa Bay because a large portion of this habitat has been lost. The Tampa Bay Estuary Program's Comprehensive Conservation and Management Plan (CCMP) reports a loss of 36% salt barren habitat between 1950 and 1990. Salt barrens form in areas where brackish water moves in during very high tides and evaporates, creating open stretches of salty, dry soil. This hyper-saline terrain supports low-growing succulent plants and serves as a seasonal feeding habitat for wading birds. During periods of inundation, salt barrens serve as foraging areas for fish and wading birds including important sport fish such as snook and

tarpon. The local chapter of the Audubon Society reports that many wading and shore birds utilize salt barren habitats for feeding including several that are listed as "species of special concern" by the Florida Fish & Wildlife Conservation Commission (FWC). These include Clapper Rails, Spotted Sand Pipers, Reddish and Snowy Egrets, Tri-color Herons, and Little Blue Herons as well as the Least Tern which is classified as 'threatened' by the FWC (pers comm. from Ann Paul, Regional Coordinator, Audubon of Florida).

This project seeks to restore the hydrology on land recently purchased by the Hillsborough County Environmental Lands Acquisition and Protection Program (ELAPP) to be added to the Cockroach Bay Aquatic Preserve on Tampa Bay.

The project location is adjacent to the Cockroach Bay Aquatic Preserve near Ruskin, Florida on the east side of Tampa Bay (Gulf Coast of Florida) on land owned by Hillsborough County Environmental Lands Acquisition and Protection Program (ELAPP). The specific parcel is on the south side of Cockroach Bay Rd. on folio numbers 0327110000 and 0327080000.



Figure 1. Map of ELAPP properties at Cockroach Bay Aquatic Preserve where saltern restoration will take place.

The area contains approximately 10 acres of saltern habitat. Funding for this project will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheet flow from the surrounding upland and high marsh areas to the saltern sites. A 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish in the filled ditch areas. This proposal is part of a larger scale restoration project that encompasses this site and an adjacent site.

**Partnerships:**

The Environmental Protection Commission of Hillsborough County: Will provide in-kind services administering the grant funds and conducting vegetation surveys to monitor the restoration progress. Additional funding for the project may also be provided through the EPCHCs Pollution Recovery Fund (estimated \$50,000) pending a grant proposal review and approval in 2010.

The Hillsborough County Parks and Recreation Department: Will provide supervision of on-the-ground restoration efforts and oversee the hiring of any contractors and some in-kind exotic removal. They will also provide long-term management of the restoration site. The Parks and Recreation Department also administers the Environmental Lands Acquisition and Protection Program (ELAPP).

The Tampa Bay Estuary Program has expressed their support for this project since it fulfills one of the goals of the aforementioned Comprehensive Conservation and Management Plan objectives for restoring a sensitive habitat type that has been lost historically to coastal development and inundation by exotic/invasive plant species.

**Scope of Work:**

The scope of the project consists of a preliminary gopher tortoise survey and a vegetation survey within the first month of receiving funds. There were several inactive borrows located along the berm that will be assessed as part of the gopher tortoise survey. If there are any active burrows found, they will be evaluated by authorized personnel and management options will be determined. The vegetation survey will be carried out by EPC staff as in-kind. Within the second month a contractor authorized by Hillsborough County will be chosen to perform an engineering survey. Required permit applications will be prepared and submitted by EPC staff. Once permits are acquired, Hillsborough County Parks, Recreation, and Conservation staff will rent equipment to fill the ditches necessary to restore the hydrology to the saltern areas. Once this part of the project is complete Hillsborough County Parks and Recreation staff will incorporate the site into their routine maintenance schedule. Future plans for the site include interpretive trails with educational signage and more ditch filling to restore hydrology on the northern adjacent parcel.

**Timeline:**

Task	Months Following Task Notice to Proceed											
	1	2	3	4	5	6	7	8	9	10	11	12
Gopher Tortoise Survey	X											
Archaeological Survey	X											

Vegetation Survey	X												
Engineering Survey and plans		X											
Permits			X	X	X	X	X	X					
Earthwork						X	X	X	X				
Exotic Removal								X	X	X			
<b>Monitoring</b>										X	X	X	

**Continuation of Project:**

Future plans for this project include expanding the restoration area to include the salterns on the north side of Cockroach Bay Rd. The area will be incorporated into ELAPP's routinely monitored sites. Walkways with interpretational signage to educate the public about the importance of the unique saltern habitat will be installed. Possible funding sources for these future endeavors include EPC's pollution Recovery Funds, Pinellas County Environmental Funds, Tampa Bay Estuary Program's MiniGrants or various others.

**Project Budget:**

Total funds requested:  
\$25,000.00.

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Surveys		\$ 7,000	\$ 634	\$ 7,000	\$ 634	\$ 7,634
2. Engineering				11,000		11,000
3. Permits/Admin				4,000		4,000
4. Equip. Rental				2,000	2,240	5,240
5. Totals		\$ 25,000	\$ 2,874	\$ 25,000	\$ 2,874	\$ 27,874

SECTION B - BUDGET CATEGORIES					
8. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total (h)
	(i) Surveys	(j) Engineering	(k) Permitting	(l) Equipment	
a. Personnel	\$ 452		\$ 3,000	\$ 1,600	\$ 2,052
b. Fringe Benefits	182			640	622
c. Travel					
d. Equipment					2,000
e. Supplies					
f. Contractual	7,000	11,000		3,000	22,000
g. Construction					
h. Other			1,000		
i. Total Direct Charges (sum of 6a-6h)	7,634	11,000	4,000		
j. Indirect Charges					
k. TOTALS (sum of 6 and 6j)	\$ 7,634	\$ 11,000	\$ 4,000	\$ 5,240	\$ 27,874
7. Program Income					

Authorized for Local Reproduction

Standard Form 424A (Rev. 1-87)  
Prescribed by GSA (Circular 41-102)

**References:**

Tampa Bay Estuary Program (TBEP). 2006. Charting the course: The Comprehensive Conservation and Management Plan for Tampa Bay.

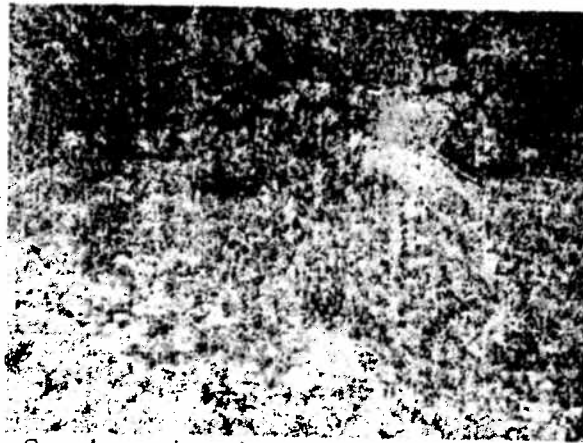


Figure 2. Map showing the saltern areas.

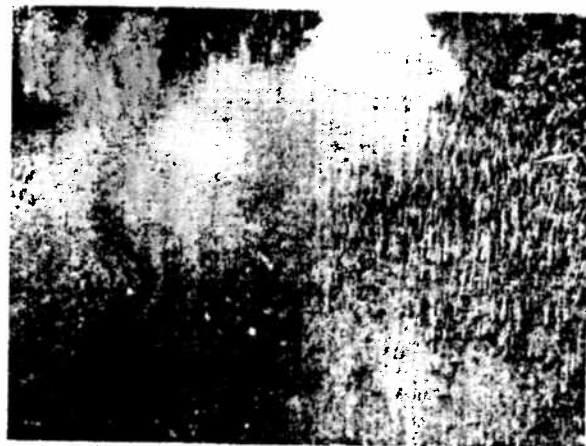
**Figure 3. Pictures from Cockroach Bay Saltern Areas**



**Salt Barren at Cockroach Bay**



**Ground vegetation and mangroves bordering salt barren**



**Tidal water along the edge of the salt barren.  
Note black mangrove pneumatophores and fiddler crabs.**



Figure 1. Map of ELAPP properties at Cockroach Bay Aquatic Preserve where saltern restoration will take place.

**1. INFORMATION - Non-Construction Programs**

<b>SECTION A - BUDGET SUMMARY</b>						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Partners for Fish & Wildlife	15-631	\$ 14,000.00	\$ 9,180.00	\$	\$	0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 14,000.00	\$ 9,180.00	\$ 0.00	\$ 0.00	0.00

<b>SECTION B - BUDGET CATEGORIES</b>					
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Partners for Fish & Wildlife	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual	13,650.00		9,180.00		22,830.00
g. Construction					0.00
h. Other	350.00				350.00
i. Total Direct Charges (sum of 6a-6h)	14,000.00		9,180.00	0.00	23,180.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$ 14,000.00	\$	\$ 9,180.00	\$ 0.00	\$ 23,180.00
7. Program Income	\$	\$	\$	\$	\$

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Partners for Fish & Wildlife	\$ 9,180.00	\$	\$	\$ 9,180.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	\$ 9,180.00	\$ 0.00	\$ 0.00	\$ 9,180.00

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	2nd Quarter			4th Quarter		
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
13. Federal	\$ 5,585.00	\$ 2,555.00	\$ 3,030.00	\$			
14. Non-Federal	0.00						
15. TOTAL (sum of lines 13 and 14)	\$ 5,585.00	\$ 2,555.00	\$ 3,030.00	\$ 0.00	\$		0.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Partners for Fish & Wildlife	\$ 5,585.00	\$ 1,530.00	\$ 6,885.00	\$	0.00
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 5,585.00	\$ 1,530.00	\$ 6,885.00	\$	0.00

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

# FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned By Federal Agency	OMB Approval No. 0348-0038	Page
3. Recipient Organization (Name and complete address, including ZIP code)			
4. Employer Identification Number	5. Recipient Account Number or Identifying Number	6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accr
8. Funding/Grant Period (See instructions) From: (Month, Day, Year) To: (Month, Day, Year)		9. Period Covered by this Report From: (Month, Day, Year) To: (Month, Day, Year)	
10. Transactions:		I Previously Reported	II This Period
a. Total outlays			III Cumulative
b. Recipient share of outlays			
c. Federal share of outlays			
d. Total unliquidated obligations			
e. Recipient share of unliquidated obligations			
f. Federal share of unliquidated obligations			
g. Total Federal share (Sum of lines c and f)			
h. Total Federal funds authorized for this funding period			
i. Unobligated balance of Federal funds (Line h minus line g)			
11. Indirect Expense	a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed		
	b. Rate	c. Base	d. Total Amount
e. Federal Share			
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.			
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.			
Typed or Printed Name and Title		Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official		Date Report Submitted December 29, 2004	

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. **0348-0004** PAGE  OF  PAGES

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
---	--

3. FEDERAL SPONSORING AGENCY AND ORGANIZATION ELEMENT TO WHICH THIS REPORT IS SUBMITTED	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY	5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
---	---	--

6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST	
		FROM (month, day, year)	TO (month, day, year)

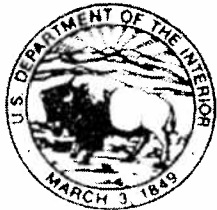
9. RECIPIENT ORGANIZATION  Name :  Number and Street :  City, State and ZIP Code :	10. PAYEE (Where check is to be sent is different than item 9)  Name :  Number and Street :  City, State and ZIP Code :
--	---

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$



# United States Department of the Interior

**FISH AND WILDLIFE SERVICE**  
1875 Century Boulevard  
Atlanta, Georgia 30345

In Reply Refer To:  
FWS/R4/BA/CGS

September 3, 2009

## Memorandum

To: Ann Marie Lauritsen, U. S. Fish and Wildlife Service, Jacksonville ES Office,  
Florida

From: Chief, Division of Contracting and Grant Services

Subject: Designation as Project Officer for Cooperative Agreement No. 401819J549

You have been designated as the Project Officer for the above referenced agreement. This guidance is provided to assist you in clarifying your Service responsibilities as a Project Officer.

### FUNCTIONS AND DUTIES

You are authorized by this designation to take any or all actions with respect to the following which could lawfully be taken by me as Contracting Officer/Grants Officer except any action specifically prohibited by the terms of the agreement or by the referenced documents cited therein. Note that references to "recipient" below refer to the grantee/cooperator. These duties and authorities are not redelegable to any other individual, unless the agreement is modified to reflect the designation of a new Project Officer.

- a. Ensure that the recipient performs the technical requirements of the agreement in accordance with its terms, conditions, and specifications. Answer technical questions, address issues, and ensure compliance with all technical aspects of the assigned agreement.
- b. Ensure that work is not performed outside the scope or funding in the agreement.
- c. Review all proposed requests for modifications and provide comments and/or approval to the Administrative or Contracting Officer.
- d. Ensure that all reporting requirements are met as specified in the agreement. Review reports for adequacy, accuracy, and timeliness. Notify the Contracting Officer if reports are not submitted in a timely manner or do not provide proper information.

- e. Coordinate and communicate as needed with the Service Contracting Officer and with the recipient's agreement coordinator. Work with the recipient's agreement coordinator to set up and conduct meetings as needed.
- f. Review and approve Requests for Advance or Reimbursement (SF 270) submitted to the Service by the recipient or return rejected requests to the recipient with an explanation. Forward approved SF 270 to CGS for payment. Your approval of these requests constitutes your acknowledgment the recipient's performance and reporting has been satisfactory.
- g. Ensure that advance payments are not authorized unless they (1) have been authorized in the agreement and (2) include a justification of expenditures to your satisfaction.
- h. Track the status/usage of any government-owned equipment and review the final SF 270, the final SF 269, relative to the status of any government-owned equipment in possession of the recipient prior to agreement close-out.
- i. Monitor expiration dates, determine if extensions are needed, and contact CGS 60 days in advance of expiration to request extensions.

#### LIMITATIONS

Under this appointment, except as noted herein, you are not authorized under any circumstances to perform any of the following tasks. If uncertain, contact the Service Contracting Officer for a case-by-case review and decision.

- a. Take any action that may change the funding, scope, reporting requirements, or other essential terms and conditions of the agreement unless such changes are specifically stated in a written agreement modification signed by the Contracting Officer.
- b. Make commitments on behalf of the recipient. This means making commitments with vendors, subgrantees, or private landowners. Only an authorized official of the recipient organization may make those commitments.
- c. Direct recipient personnel. When lines of authority and responsibility blur, the recipient may be viewed as an agent of the federal government acting at its direction, thereby exposing the federal government to lawsuits for injury or wrongful action actually conducted by the recipient. Remember that under agreements, the lines of responsibility must remain clear at all times.
- d. Serve in the capacity of an official of the recipient organization. Sometimes, however, Service personnel are requested to serve in an advisory capacity on boards of nonprofit organizations or planning committees. In such cases, the Service official must request a review by the Service's Division of Human Resources to ensure there are not restrictions or

conflicts of interest unless written approval has been obtained per 212 FW 4 and provided to the Contracting Officer.

#### Exceptions to Limitations b and c

Under a cooperative agreement (including the Wildlife Cooperative Extension Agreement (WCEA) that is a type of cooperative agreement) where the Service is expected to be “substantially involved” with the project, the Service Project Officer may direct contractor or recipient personnel if specifically and clearly defined in the cooperative agreement. Thus, a “Statement of Federal Substantial Involvement” shall be included in all cooperative agreements (Item 2 of the WCEA Project Plan, Exhibit A; or within the Scope of Work, Service Responsibilities section of other cooperative agreements). This Statement of Federal Substantial Involvement must clearly describe those categories of activities in which the Service Project Officer expects to be substantially involved.

For example, the Service Project Officer may provide direction and guidance to the cooperator’s personnel or vendors in the planting of trees and other vegetation (how, when, where, species, etc.), including the review and technical approval of each stage of the planting process; the installation of in-stream habitat improvement structures (how, when, where, specific location, etc.); and the construction of wetlands and hydrologic reestablishment.

In applying these exceptions, the Service Project Officer shall notify and discuss with the Cooperator any deviations from the Project Plan (Exhibit A) or Scope of Work.

**CAUTION:** Although the Service Project Office under a cooperative agreement may provide direction and guidance to the Cooperator’s personnel or vendor as specified in the agreement, such direction by Service personnel could result in a cost overrun or claim by the contractor against the landowner. Any such cost overrun generally would be the responsibility of the Government to cover the additional costs to the landowner.

#### TERM OF DESIGNATION

This designation as Project Officer shall remain in effect through the life of the agreement unless revoked sooner by the Contracting Officer. An official change to the designated Project Officer must be made through a written modification to the agreement signed by the Contracting Officer. The Contracting Officer will notify the recipient of any changes to the Project Officer designation through issuance of a written modification.

#### RECORDS AND REPORTS

You are required to maintain adequate records to sufficiently record the performance of your duties as Project Officer during the life of this agreement or during your designation as the Service Project Officer. If your role as Project Officer changes before completion of the agreement, please turn your records over to the successor Project Officer or obtain disposition instructions from the Contracting Officer.

**ETHICAL RESPONSIBILITIES**

See “Standards of Ethical Conduct for Employees of the Executive Branch” (5 CFR 2635.201) and Service Manual Chapter 212 FW 4.

**PROJECT OFFICER ACKNOWLEDGMENT**

Please sign a copy of the delegation and return to the issuer within 10 days of receipt.

\_\_\_\_\_  
Project Officer’s Signature

\_\_\_\_\_  
Date