

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

Blue Sheet No. 20020542

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Chairman to sign a Wildlife Cooperative Extension Agreement between the United States Department of the Interior, Partners for Fish and Wildlife Service and Lee County for restoration of a portion of the Caloosahatchee Creeks Preserve, approve Budget Amendment Resolution and amend the FY 02-06 Capital Improvement Program in the amount of \$10,000.

WHY ACTION IS NECESSARY: To accept funds from the Partners for Fish and Wildlife grant program for ecological restoration at Caloosahatchee Creeks Preserve.

WHAT ACTION ACCOMPLISHES: The agreement sets up the mechanism for Lee County to receive \$10,000 in funds on a reimbursement basis for ecological restoration work performed at the Caloosahatchee Creeks Preserve.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 05

C11A

3. MEETING DATE:

06-04-2002

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

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

BY: John Yarbrough

John Yarbrough

7. BACKGROUND:

The Parks and Recreation department has applied for the Partners for Fish and Wildlife Grant to the United States Fish and Wildlife Service. The grant was approved January 30, 2002. Work will include exotic pest plant removal to enhance aesthetics, safety, wildlife habitat and ecotourism value.

Funds are available in #21880130105.506310.200 Capital Grant-Federal/Conservation 2020/Capital Improvement Fund/Conservation 2020 subfund/Improvements Construction/Partners-Caloosahatchee Creeks Preserve

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager								
<i>5-13-02</i>	<i>[Signature]</i>			<i>[Signature]</i>	<table border="1"> <tr> <td>OA</td> <td>OM</td> <td>Risk</td> <td>GC</td> </tr> <tr> <td><i>5-15-02</i></td> <td><i>5/16/02</i></td> <td><i>5/16</i></td> <td><i>5/15-02</i></td> </tr> </table>	OA	OM	Risk	GC	<i>5-15-02</i>	<i>5/16/02</i>	<i>5/16</i>	<i>5/15-02</i>	<i>[Signature]</i>
OA	OM	Risk	GC											
<i>5-15-02</i>	<i>5/16/02</i>	<i>5/16</i>	<i>5/15-02</i>											

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *5/14/02*
Time: *1145am*
Forwarded To:
MRS. J. N.
5/14/02

RECEIVED BY
COUNTY ADMIN. *PKC*
5/14 1230
COUNTY ADMIN.
FORWARDED TO: *BL*
5/16 230

FWS Agreement No: 1448-40181-02-G-
Charge Code: 41545-1121-04HR (\$10,000.00) (FY 02)
Amount Obligated: \$10,000.00
Cooperator TIN: 59-6000702
Cooperator DUNS No.: 13-670-9191

WILDLIFE COOPERATIVE EXTENSION AGREEMENT

This cooperative agreement between (**Lee County Board of County Commissioners**) ("the Cooperator(s)"), and the U.S. Fish and Wildlife Service, ("the Service"), is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c and the Fish and Wildlife Act of 1956 16 U.S.C. 742a-j. The Service and the Cooperator(s) agree to carry out certain fish and wildlife habitat practices and developments on approximately (**481 acres**) of land owned by the Cooperators as described in the Project Plan (Exhibit A). Exhibit A is hereby incorporated and made a part of this agreement.

The Service agrees to provide at least partial payment (or reimbursement) of the actual costs, and/or technical and material assistance, as detailed in the Project Plan. In return, the Cooperator(s) agree:

1. To perform the work in accordance with the Project Plan. The Cooperator(s) may do the work themselves, or hire a contractor. The Cooperator(s) may submit an invoice (with supporting receipts attached) to the Service for any portion of the work when completed, or the Cooperator(s) may present an invoice for the entire Federal share upon completion of all work. All invoices should reference the agreement number. The Cooperator(s) shall be reimbursed for actual and reasonable costs not exceeding the amount obligated by this agreement.
2. To assume responsibility for securing any permits needed to carry out this project.
3. To allow the habitat developments as described in the Project Plan to remain in place without interference for a period of **10** years from **02/01/2002 to 01/01/2012**
4. To allow the Service or its representatives reasonable access to the described property for the period of this agreement in order to make the agreed developments or to make periodic inspections of the developments.
5. To notify the Service's Project Manager in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.

The Service assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The Service also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act. Cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

This agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other parties. However, if the Cooperator(s) terminates the agreement before its expiration, or if the Cooperator(s) should materially default on these commitments, then Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat developments placed on the land through this agreement. For these purposes, the total cost of the developments to the United States are agreed to be **\$10,000.00**.

The relevant portions of title 43, subpart 12 of the Code of Federal Regulations (Including subparts D and E for individual Cooperators) are applicable to this agreement. The Cooperator agrees to comply with applicable certifications/assurances from Form DI-2010 and SF-424D, which are incorporated by reference. Upon request, the Service's Division of Contracting and General Services will make the full text of these regulations and assurances available. It is also understood that this agreement does not create the kind of legal partnership or joint venture which would allow any one party to speak or act for or to obligate any other party on this or other matters.

Buy American notice: It is the sense of the Congress that recipients of federal assistance should give preference to domestic equipment and products when buying such items with federal funds.

The Service is prohibited by law from obligations that exceed available funds and therefore, the Service can do only that work which is funded. In the event funds are not available to do the wildlife development work within the period of time or in the manner prescribed under the Project Plan the Service will advise the Cooperator accordingly.

The Cooperator guarantees that he/she is the owner of the above-described land and warrants that there are no outstanding rights which will interfere with the Service's rights under this agreement. In the event the Cooperator transfers any of the lands designated and described in the Project Plan, he/she shall take steps as necessary to inform the purchaser of the existence of this agreement.

COOPERATOR(S)

1. _____
 (Signature) Owner

 (Typed name)

 (Address) _____, 20

2. _____
 (Signature) Owner

 (Typed name)

 (Address) _____, 20

 (Typed name)

 (Address) _____, 20

U.S. FISH AND WILDLIFE SERVICE

Jim Krakowski

 (Signature)

Jim Krakowski

 (Typed name) Project Manager

1/30 _____, 20 02

Tel. (941) 353-8442

 (Regional option:)

 (Signature)

Warrant # _____

 (Typed name) Contracting Officer

Tel. () _____

EXHIBITS:

A. Project Plan

B. Instructions for Submitting and Processing Claims for Payment

EXHIBIT A

Project Plan

PROJECT NAME: Caloosahatchee Creeks Preserve Restoration

CONTACTS:

Roger S. Clark
Lee County Parks and Recreation
3410 Palm Beach Boulevard
Ft. Myers, FL 33916
(941)461-7453
(941)461-7460 (fax)
e-mail: roger@leegov.com

Kathy O'Reilly-Doyle
Private Lands Biologist
U.S. Fish and Wildlife Service
3860 Tollgate Blvd, Suite 300
Naples, FL 34114
(941)353-8442 ext 32
(941)353-8640 fax
e-mail: kathy_o'reilly-doyle@fws.gov

LANDOWNER/COOPERATOR(S):

Lee County Board of County Commissioners/Lee County Department of Parks and Recreation
3410 Palm Beach Boulevard
Ft. Myers, FL 33916

PROJECT LOCATION:

Florida, Lee County, Township 43S, Range 25E, Sections 21-23, 26-29, 32-33, Caloosahatchee River Ecosystem (attached map)

1. Planned Work: Briefly describe what you expect the project to accomplish. Explain why this work needs to be done and why it is worth the Federal contributions. Include a map and general description of the project property if possible, especially if the final agreement will be filed with the county property records.

Lee County purchased the Caloosahatchee Creeks Preserve in late 2000 through its conservation lands program. The site includes 313 acres of tidal wetlands that have been impacted by invasion of the exotic invasive plant Brazilian pepper. Melaleuca and Australian pine also occur along upland and transitional wetlands and shoreline areas. These wetlands are important habitat for a variety of state listed wading birds. West Indian manatees frequent the waters adjacent to these wetlands.

This 1115-acre site is 400 feet at its closest point and 2 miles at its furthest point from the Caloosahatchee National Wildlife Refuge. There are other conservation lands owned by the Florida Department of Environmental Protection, the South Florida Water Management District and Audubon of Florida both along the shoreline of the river and on islands in the river within 1 mile of the refuge and the county's preserve.

The purpose of the project is to restore the habitat diversity and productivity of these tidal wetlands by controlling the exotic pest plants that currently interfere with these ecosystem functions. Control efforts will involve application of herbicides labeled for use in wetlands and for the target exotic species. Most treatment will be done to standing

vegetation with treated exotics left to decay in place.

Control of exotic vegetation along the shoreline will result in increased stabilization of the shoreline, increased habitat value for wading birds and West Indian manatees and improved biological diversity and productivity.

2. Contributions of the Parties: (Specify in detail what each party is contributing toward the total project, i.e. materials, equipment, personal or contracted labor, technical assistance, etc. The estimated costs of these contributions and the schedule for delivering or completing them may be incorporated here also or in separate sections as shown below. If Service funding is uncertain at this time, use phrases such as "Federal funding to be determined" or "approximately \$ _____ subject to the availability of funds".

Exotic vegetation, primarily Brazilian pepper will be treated with herbicide. Most of it will be treated in place and some of it will be removed from the shoreline, wetland and uplands areas.

Lee County will contract services for the treatment of Brazilian pepper and other exotic plants from the site. They will monitor the contract services and will be responsible for the follow-up site monitoring and follow-up treatments of exotics on the sites on at least a 6 month schedule.

The U.S. Fish and Wildlife Service will provide financial assistance for a portion of the contract services for treatment at the sites.

3. Estimated Costs: (Provide a breakout of materials, equipment, technical assistance, work to be contracted or contributed by the Service and the Cooperator(s). This establishes a basis for the Service's funding decision. Total estimated cost = Service share + Cooperator(s)' share. The Service's share should equal that shown in the termination clause of the agreement.

Total Project Cost: \$ 650,000.00

Service Costs:

Materials	<u>\$ 0.00</u>	
Labor	<u>\$ 0.00</u>	
Other (specify)	<u>\$ 10,000.00</u>	(Labor, Equipment and Supplies)

Landowner Costs:

Materials	<u>\$ 0.00</u>	
Labor	<u>\$ 0.00</u>	
Other (specify)	<u>\$ 640,000.00</u>	(Labor, Equipment and Supplies)

Other Cooperators (with contributions):
(e.g., NRCS, State Agency, etc.)

Materials	<u>\$ _____</u>
Labor	<u>\$ _____</u>
Other (specify)	<u>\$ _____</u>

4. Work Schedule: (Specify what has to be done and by when in order for the Service to accept the project and pay any progress invoices and the final invoice.)

Work associated with this habitat restoration project is expected to be completed in approximately 2 years from the Agreement date. The landowners will not begin work until consultation under the Endangered Species Act (i.e. informal Section 7 consultation) has been completed. The Landowner will notify the Service upon completion of the project.

Although not required by this Agreement, the Service hopes that the landowner, where appropriate, will help make others aware of the need for exotic species control, the importance of preservation of natural areas, and the potential for support provided through the Partners for Fish and Wildlife Program.

EXHIBIT B

Instructions for Submitting and Processing Claims for Payment

The Cooperator shall submit an invoice with supporting receipts to claim payment under this agreement. In the event that the amount invoiced represents work done by the Cooperator and no supporting receipts are available, the invoice shall state that fact; the amount invoiced should represent a proportionate amount of project work actually completed. The invoice shall identify this agreement by citing the Service agreement number. The invoice shall bear the original signature of the Cooperator and the invoice to the Service Field Representative; signatory to this agreement. Upon approval of the invoice by the Service Field Representative it will be forwarded to the Regional Office, Contracting and General Services for processing for payment. Partial payment, not to exceed 75% of the total amount agreed and obligated, may be authorized prior to completion of the project described in Exhibit A. Any invoice submitted shall conform to the requirements of this section and shall indicate whether the invoice is partial or final.

When the Service obligates funds under this agreement for payment to the Cooperator, the Cooperator agrees to provide his/her Taxpayer Identification Number (TIN). TIN means the number required by the Internal Revenue Service (IRS) to be used in reporting income tax and other returns. For most individuals, this is the Social Security Number. The Service is required to obtain this information to process any payment(s) to the wildlife Cooperator as a result of this agreement. This information will be furnished to the IRS as required by the Tax Reform Act of 1986 and may be shared with the Department of Justice for criminal or civil litigation. Furnishing a Social Security Number is voluntary, but failure to do so may result in disqualification from this program. Also, the Services uses the DUNS number assigned by Dun and Bradstreet as it's vendor code in it's financial system. A DUNS number should be provided if available. If not available, the Service will request that a number be assigned by Dun and Bradstreet.

FINDINGS AND DETERMINATION TO SUPPORT HABITAT DEVELOPMENT ON PRIVATE LANDS

FINDINGS:

I, the undersigned Project Manager, make the following findings with respect to a proposed agreement between the U.S. Fish and Wildlife Service and its cooperators, Lee County Board of County Commissioners, for habitat developments to be made on lands owned by them at Caloosahatchee Creeks Preserve, Lee County, Florida

1. Authority. The Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j, and the Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c, authorize the U.S. Fish and Wildlife Service to make assistance awards for development of the habitat of Federal trust species.

2. Benefits of the Proposed Developments. The expected benefits to the United States and to the Federal trust species of accomplishing the proposed work are summarized as follows:

This project will restore the habitat diversity and productivity of these tidal wetlands by controlling the exotic pest plants that currently interfere with these ecosystem functions. The project should benefit West Indian Manatee and neotropical migratory birds.


3. Estimated Costs of the Federal Contribution:

Employee Labor	\$ _____
Materials, Equipment Use, Contracted Services	\$ <u>10,000.00</u>
Overhead	\$ _____
Funds granted to landowners	\$ _____
Total Est. Federal Cost	\$ <u>10,000.00</u>

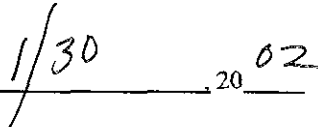
DETERMINATION:

Based on these findings, I determine that the proposed project is legally authorized, that the expected benefits to the Federal trust species of the developed habitat exceed the estimated Federal costs of implementing it, and that its completion will be in the best interest of the Federal government. I also certify that the proposed project will be implemented in full compliance with the requirements of the National Environmental Policy Act, the Endangered Species Act, and other applicable statutes including those which protect historic and cultural artifacts.

Project Manager, U.S. Fish and Wildlife Service



(Signature)
Jim Krakowski



1/30 2002

RESOLUTION

Amending the Budget of Cap Improv-Environ Sensitive Land Management-Fund 30105 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2001-2002.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Cap Improv-Environmental Sensitive Land Management-Fund 30105 budget for \$10,000 of the unanticipated revenue from the Dept of Interior and an appropriation of a like amount for construction costs and;

WHEREAS, the Cap Improv-Environmental Sensitive Land Management-Fund 30105 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total: \$6,991,440
Additions

21880130105.331390.9001 Dept of Interior 10,000

Amended Total Estimated Revenues \$7,001,440

APPROPRIATIONS

Prior Total: \$6,991,440
Additions

21880130105.506310.200 Improvements Other than Buildings 10,000

Amended Total Appropriations \$7,001,440

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Cap Improv-Environmental Sensitive Land Management-Fund 30105 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2002.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA