

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

Blue Sheet No. 20040152

1. REQUESTED MOTION:

ACTION REQUESTED: Formerly approve United States Department of Agriculture's Wildlife Habitat Incentives Program (WHIP) Grant and budget Amendment and Resolution for \$19,997.73 for Caloosahatchee Regional Park to remove exotic grasses on approximately 60 acres of parkland. Follow-up pest management treatments for 3 years.

WHY ACTION IS NECESSARY: Board must formally accept grants.

WHAT ACTION ACCOMPLISHES: To continue with the removal of exotic vegetation throughout our Parks.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 05

C11A

3. MEETING DATE:

02-24-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

CONSENT
ADMINISTRATIVE
APPEALS

STATUTE
ORDINANCE
ADMIN.
CODE
 OTHER
Grant

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

BY: John Yarbrough
John Yarbrough

PUBLIC
WALK ON
TIME REQUIRED:

7. BACKGROUND:

The Wildlife Habitat Incentive Program is a grant program of the Department of Natural Resources from the US Dept. of Agriculture. This is phase II of a multi-phased plan to improve wildlife habitat through removal of exotics and replanting native vegetation. The grant requires follow-up pest management treatments for 3 years. Match is 25% or \$4,999.43. The match will be staff time for mowing, use of the Destructive Vegetation Fund (301) and volunteer time for plantings. Revenue Account String: 11074915500.331390.9003

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

cam

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY 2/10/04</i>				<i>KLS 2/10/04</i>	OA <i>CA 2/10/04</i>	OM <i>CA 2/11/04</i>	Risk <i>CA 2/10/04</i>	GC <i>M 2/10-04</i>	<i>HB 2/12/04</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: *2/9/04*
Time: *11:55 AM*
Forwarded To: *Cam*
2/10/04

RECEIVED BY
COUNTY ADMIN: *CA*
2/10/04
11:45 AM SLT
COUNTY ADMIN
FORWARDED TO: *PLC*
2/12/04
9 AM

RESOLUTION

Amending the MSTU Budget, Fund 15500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

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 MSTU Budget, Fund 15500 for \$ 19,998 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

WHEREAS, the MSTU Budget, Fund 15500 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$92,458,121
11074915500.331200.9003	Parks & Rec-21 st Wildlife Habitat Incentives Program	\$ 19,998
Amended Total Estimated Revenues		\$92,478,119

APPROPRIATIONS

Prior Total:		\$92,458,121
Additions		
11074915500.501210	Salaries	\$ 19,998
Amended Total Appropriations		\$92,478,119

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the MSTU Budget, Fund 15500 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 _____, 2004.

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

20040152

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0749
- 2. Title of Grant: Wildlife Habitat Incentives Program (WHIP) Phase II
- 3. Amount of Award: \$19,997.73
- 4. Amount of Match Required: \$4,999.43
- 5. Type of Match: In-kind
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA # 10.914	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 72-4209-3-71-01

8. Contract Period:	Begin Date: 2/13/2003	End Date: 9/20/09
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): N/A

11. Scope of Grant: (describe project). Removal of exotics and replanting native vegetation on approximately 60 acres in Caloosahatchee Regional Park

12. Has this Grant been Funded Before? YES NO If YES When? Phase I 2002

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
If YES What is the Lee County Budget Impact:

1st Year	2nd Year	3rd Year
4th Year	5th Year	

Check Box if Additional Information on Program and Budget Impact is provided in Comment Section on page 2

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: Parks and Recreation
- 2. Contacts:

Program Mgr. Nancy MacPhee	Phone #: 461-7445
Fiscal Mgr. Cindy Mitar	Phone #: 461-7414

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: USDA
- 2. Program Title/Division: Natural Resources Conservation Service
- 3. Agency Contact: Kendal Hicks
- 4. Phone Number: 239-995-5678
- 5. Mailing Address: 3434 Hancock Bridge Pkwy, Suite 209B
N. Fort Myers, FL 33903-7005

SOURCE OF FUNDS

- 1. Original Funding Source: USDA
(name of agency where funding originated from)
- 2. Pass Through Agency: N/A
(middleman if any? Example: federal \$\$ from US DOT -- then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:
N/A

3a. Is the County a Grantee or Subrecipient in #3 above: Grantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO

(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES NO

(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

A. APPLICATION FOR LONG-TERM CONTRACTED ASSISTANCE THROUGH THE WHIP PROGRAM

B. To be completed by NRCS; check appropriate box:

- This transaction is for CCC
- This transaction is for NRCS

C. State: FLORIDA	D. County: LEE
1. Applicant Name and Address: LEE COUNTY BOCC (PARKS & RECREATION) 3410 PALM BEACH BLVD. FT. MYERS, FL 33916	2. Applicant Name and Address: THIS SITE IS OWNED BY THE STATE OF FLORIDA, DEP AND MANAGED BY THE LEE COUNTY PARKS & RECREATION DEPARTMENT
1 a. Phone: (239) 728-6240	2 a. Phone:

I (We) hereby apply for participation in this program and submit the following information in support of the application. I (We) hereby attest that the name(s) listed in Items 1 and 2, have complete control of the property described in Item 3 below.

3. Description and location of farm, ranch, or other unit:
CALOOSAHATCHIE REGIONAL PARK IS A 768 ACRE RESOURCE BASED REGIONAL PARK OWNED BY THE STATE OF FLORIDA AND LEASED TO LEE COUNTY. LOCATED ALONG THE CALOOSAHATCHEE

4. The land is owned by the applicant(s): Yes No If the answer to Item 4 is NO, provide an explanation below:
THE LAND IS OWNED BY THE STATE OF FLORIDA AND LEASED TO LEE COUNTY FOR THE PURPOSE OF A RESOURCE BASED PARK THAT IS OPEN FOR PUBLIC USE & RECREATION.

5. Description of area(s) needing treatment. Type and severity of problem(s), and treatment needed to correct the problem(s): PHASE II
THE GRANT WILL PRIMARILY BE USED TO CONTROL &/OR ERADICATE GUINEA GRASS, DOG FENNEL, AND SCATTERED BRAZILIAN PEPPER, MELALEUCA AND TROPICAL SODA APPLE. CONTROL SITES WILL THEN BE REPLANTED WITH NATIVE GRASSES, FORBS & TREES.

6. I (We) understand this application does not obligate the applicant(s) or NRCS to enter into a contract.
6 a. Signature(s): [Signature] 6 a. Date: 2/13/03
6 b. Signature(s): _____ 6 b. Date: _____

7. The land has been evaluated and determined to be eligible for the program for which applied ownership criteria is met by the following methods:
Personal Knowledge: TIMOTHY W. ECKERT, DISTRICT CONSERVATIONIST
Knowledge of: 7 a. Conservation District Board Members 7 b. FSA Records 7 c. Deed 7 d. Other, explain: _____

8. If application is for WRP, check appropriate box.
 8 a. 10 Year Restoration Agreement 8 b. 30-yr easement 8 c. Permanent easement

The signature by the NRCS representative signifies a CCC-NRCS transaction as indicated above.

9. Authorizing Official for: _____ 9 a. Signature: _____ 9 a. Date: _____

OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. This valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average .69 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

WHIP Preliminary Plan

Practice Code	Practice Name	Quantity (ac., ft., no.)	Maximum Practice Cost (\$)	Gov.'t Cost-Share (\$)
595	Pest Management (Initial treatment)	160	\$ 53.33	\$ 6,399.60
595	Pest Management (follow-up treat)	80	\$ 53.33	\$ 2,131.07
595	Pest Management (follow-up treat)	80	\$ 53.33	\$ 2,131.07
612	Tree/Shrub Establishment	120	\$ 67.70	\$ 4,062.00
612	Comveg	120	\$ 58.60	\$ 5,274.00
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Total Program Cost				\$ 19,997.73

Applicant Caloosahatchee Regional Park -- Phase II

Date 2/11/2003

District Conservationist Timothy Eckert

Date _____

Biologist _____

Date _____

U. S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service

SPECIAL PROVISIONS TO FORM AD-1154
WILDLIFE HABITAT INCENTIVES PROGRAM (WHIP) AGREEMENT

1 DEFINITIONS

All words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Wildlife Habitat Incentives Program which are found at 7 CFR Part 636.

2 RESTRICTIONS ON MITIGATION ACTIVITIES

WHIP funds cannot be used for mitigation of any kind, or on any land designated as converted wetland according to 7 CFR Part 12. Such lands can be included in a WHIP cost-share agreement, however cost-share funds cannot be expended on those acres.

3 AGREEMENT

A *The participant agrees:*

- (1) To place eligible land into the WHIP for the period identified in the Wildlife Habitat Development Plan and to establish such practices according to the implementation schedule therein. Once the AD-1154 is signed by all parties, practices may be established in advance of the scheduled establishment time at the discretion of the participant. At least one essential practice must be commenced within the first 12 months of the agreement and all cost-share practices should be completed at least two years before the expiration date of the cost-share agreement;
- (2) To comply with the terms and conditions of the Wildlife Habitat Development Plan (WHDP) and/or attachments to the WHDP, including the operations and maintenance agreement.

7 NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE COST-SHARE AGREEMENT

NRCS agrees that, if any changes of any terms and conditions of this cost-share agreement are necessary, NRCS will notify the persons signing the AD-1154 of such change and such person will be given 30 days from the date of notification in which to agree to the revised terms and conditions or to terminate the agreement. The participant agrees that failure to notify the NRCS within the 30 day period may constitute agreement to the revised terms and conditions.

8 CORRECTIONS

NRCS reserves the right to correct all errors in entering data or in the results of computations in the cost-share agreement.

9 TERMINATION OF COST-SHARE AGREEMENT

A NRCS may terminate this agreement if a participant:

- (1) violates the terms and conditions of this agreement, or
- (2) transfers ownership or control of land subject to this agreement and the transferee refuses to assume the obligations of this agreement with respect to the transferred acreage.

B If NRCS terminates this agreement, then NRCS may require such participant:

- (1) to refund in whole or in part, with interest, cost-share payments received under this agreement; and
- (2) to reimburse any costs and expenses incurred by NRCS in the implementation, enforcement, or termination of this agreement.

C If NRCS determines that the nature or extent of the participant's action does not warrant termination of the agreement, the NRCS may require the participant to accept adjustments in future cost-share payments, as determined appropriate by NRCS. NRCS may consider a participant's failure to accept such adjustments as a reason to terminate the agreement.

10 JOINT LIABILITY

All participants who sign this agreement shall be jointly and severally liable for compliance with its terms and conditions, including the terms and conditions of the WHDP and/or attachments to the WHDP.

11 EFFECTIVE DATE AND MODIFICATIONS TO COST-SHARE AGREEMENT

- A Changes may be made in this cost-share agreement through modifications that are agreed to by the participant(s) and NRCS.
- B The WHIP cost-share agreement is effective when signed by the participants, and NRCS. Except as otherwise determined by NRCS, the agreement may not be revoked unless by mutual agreement between the parties.
- C In the event that a statute is enacted during the period of this agreement which would materially change the terms and conditions of this agreement, the NRCS may require the participants to elect between acceptance of modifications in this agreement consistent with the provisions of such statute or termination of this agreement.

12 CIVIL RIGHTS REQUIREMENTS

U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientations, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326 W, Whitten Building, 14th and Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

13 COST-SHARE AGREEMENT SUPPLEMENT ~~LEE COUNTY BOGG PARKS & RECREATION~~
~~CASCADE RIVER REGIONAL PARK~~

- A It is further agreed that Nancy Mae Bell is the participant who will carry out the practices and treatment for which cost-share payments will be made. All cost-share payments for restoration practices shall be made in accordance with the division of shares provided in the WHDP. Application for Payment, AD-1161, shall be signed by

Nancy Mae Bell

- B It is further agreed that modification documents shall be signed in the name of

Lee City Bell by Nancy Mae Bell

ATTACHMENT A GENERAL PROVISIONS

I. Compliance with Applicable Laws

- A. Participant(s) agree to carry out this agreement in accordance with all applicable federal statutes and regulations, including, but not limited to, the Endangered Species Act of 1973 (Public Law 93-205, 87 Stat. 884, as Amended; 16 U.S.C. 1531 et seq) and National Historic Preservation Act of 1969 (Public Law 91-190, 83 Stat. 852; 42 U.S.C. 4321 et seq).
- B. Participant(s) agree to comply with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, and American's With Disabilities Act of 1990. Participant(s) also agree to comply with the regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal assistance from the Department of Agriculture or any agency thereof.
- C. Participant(s) agree to secure all needed local, state, and federal permits prior to commencing any activities in the designated areas.

II. Nondiscrimination and Equal Employment Requirements

- A. Non-segregated facilities provisions applicable to federally-assisted construction contracts include construction work carried out through long-term agreements. These provisions apply to this agreement if:
 - (1) A participant enters into any single contractual arrangement with a contractor and the estimated cost exceeds \$10,000, or
 - (2) A participant performs the construction work and employs personnel for the specific purpose of assisting in performing the work, and the estimated cost exceeds \$10,000 for work to be carried out during a 12-month period.
- B. If the conditions of II A are met, the following clauses apply to this agreement:

- (1) Noncompliance with the material terms of this agreement, including, but not limited to, failure to meet the schedule of operations for implementation of a practice or set of practices; failure to meet specifications in establishing a practice or set of practices; and/or failure to complete all practices or sufficiently maintain practices within the time frames set forth in the agreement;
- (2) Failure to obtain all needed local, state, and federal permits prior to commencing any activities in the designated areas;
- (3) Transfer of the subject land to a non-participant during the term of the agreement, unless the third party agrees to assume the agreement, and NRCS consents to the transfer;
- (4) Destruction of a practice established under the terms of the agreement without approval by NRCS or failure to apply compensatory treatment for the destroyed practice;
- (5) Determination by NRCS that implementation of an agreement item or items may destroy or adversely impact a species listed under the Endangered Species Act or a significant cultural resource or historic property that is known or suspected to be present and/or participant(s) failure to discontinue implementation under the agreement; or
- (6) Determination by NRCS of the erroneous representation of any fact relating to this agreement and/or program eligibility; adoption of any scheme or device which tends to defeat the purposes of this program; or making of any fraudulent representation with respect to this agreement, including filing a false application for payment.

B. Repayments—

Repayments determined by NRCS to be due and owing to NRCS under this provision will accrue interest at the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury, from the date originally disbursed to participant up to the day the repayment is received by NRCS.

C. Appeal Rights—

Participant(s) may appeal a decision made by NRCS under this clause pursuant to the appeal procedures set forth at 7 CFR Parts 614, 11, and/or 780 or any successor provisions. Pending the resolution of an appeal, no payments shall be made under this agreement.

V. Termination for Convenience

This agreement may be terminated by either party upon thirty (30) days written notice to the other party. Neither party shall incur further obligations past the date of termination. If the termination is for the convenience of NRCS, the participant

By signing this agreement, the participant is providing the certification, as appropriate, set forth below. If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS may take action authorized under the Drug-Free Workplace Act, in addition to any other remedies available to the United States.

IX. Certification: (Participants(s) Other Than Individuals)

A. The participant certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The danger of drug abuse in the workplace;
 - (b) The participant's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the agreement, the employee will--
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (5) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every agreement officer or other designee on whose agreement activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the participant, 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The participant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Wangma Pree
(NAME)

2/13/03
(DATE)

Contract number 72-4209-3-71-01