

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

**Blue Sheet No. 20041217**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** <sup>Formally</sup> Formerly approve United States Department of Agriculture's Wildlife Habitat Incentives Program (WHIP) Grant and budget Amendment and Resolution for \$19,275 for Caloosahatchee Regional Park to remove exotic plants and grasses on approximately 216 acres of parkland. Follow-up pest management treatments for 10 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 #**

*C11A*

**3. MEETING DATE:**

*10-12-2004*

**4. AGENDA:**

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

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

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Grant

**6. REQUESTOR OF INFORMATION:**

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

BY: John Yarbrough

*John Yarbrough*

**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 III 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 10 years. Match is 25% of the total project cost or \$6,425. The match will be staff time for mowing, use of the Destructive Vegetation Fund (301) and volunteer time for plantings.

Revenue Account String: 11076815500.331390.9003

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>by 9/17/04</i>	<i>N/A</i>	<i>N/A</i>		<i>for scheduling only</i>	OA <i>9/29/04</i>	OM <i>9/30/04</i>	Risk <i>9/29/04</i>	GC <i>9/30/04</i>	<i>done 9/30/04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *9/29/04*  
Time: *1:00*  
Forwarded To: *9/29/04*

RECEIVED BY COUNTY ADMIN: *CH*  
*9/29/04*  
*1:00 PM*  
COUNTY ADMIN FORWARDED TO: *HS*  
*9/30/04*  
*3:30*

# RESOLUTION #

Amending the MSTU Budget, Fund 15500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

**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 \$ 19,275 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		\$99,222,875
11076815500.331390.9003	USDA Agriculture	\$ 19,275
Amended Total Estimated Revenues		\$99,242,150

## APPROPRIATIONS

Prior Total:		
Additions		\$99,222,875
11076815500.501210	Salaries	\$ 19,275
Amended Total Appropriations		\$92,242,150

**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

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 #): 0768
- 2. Title of Grant: Wildlife Habitat Incentives Program (WHIP) Phase II
- 3. Amount of Award: \$19,275
- 4. Amount of Match Required: \$6,425
- 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: 10/1/2004	End Date: 9/30/05
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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 216 acres in Caloosahatchee Regional Park
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12. Has this Grant been Funded Before?  YES  NO If YES When? Phase I 2002, Phase II 2003

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	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
4 <sup>th</sup> Year	5 <sup>th</sup> 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 given to STATE of FL 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

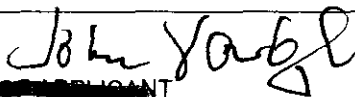
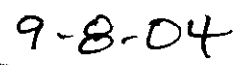
**REPORTING REQUIREMENTS**

- 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:**

CCC-1200 7/2003	<b>U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE</b>	1. State & County Code	12071
		2a. Farm Number	852
		b. Tract Number(s)	1070
<b>CONSERVATION PROGRAM AGREEMENT</b>		c. Legal Description	Secs 17,18 T43S, R27E
		3. Agreement Number	72420947101
		4a. Primary Fund Code	WHIP FA
		b. Additional Fund Code(s)	
		5. HUA Number	03090205
		6. Total Treated Acres	216
2b. Farm and Tract Numbers (continued):			
2c. Legal Description (continued):			
4b. Additional Fund Code(s) (continued):			
<b>7. PROGRAM: THIS is an APPLICATION to participate in the Wildlife Habitat Incentives Program (WHIP)</b>			
On the farm identified above the Applicant agrees to participate in the identified program if the offer is accepted by the Natural Resources Conservation Service (NRCS). The undersigned person shall hereafter be referred to as "the Applicant." The Applicant understands that starting a practice prior to NRCS approval causes the practice to be ineligible for program financial assistance and the applicant will obtain the landowner's signature on the agreement to install structural practices.			
Applicant Name, Address, and Telephone Number:  <p style="text-align: center;"> <b>LEE COUNTY BOARD OF COMMISSIONERS C/O LEE COUNTY PARKS &amp; REC./ BOCC FORT MYERS , FL 33916</b> </p>			
I (we) hereby apply for participation in the identified program and attest that the name(s) listed above have complete control of the property herein.			
 SIGNATURE OF APPLICANT (signature of individual or authorized representative of entity or joint operation)			

8. Agreement Provisions

8a. THIS AGREEMENT is entered into between the Natural Resources Conservation Service (referred to as "NRCS") and the undersigned Participant(s) to implement and maintain specific conservation practices, as set forth in Section 9a, Performance/Payment Scheduled for Agreement, on the property as identified above in Section 2. In consideration for the implementation or maintenance of the practices, NRCS will make payments to the Participant(s) in the amount(s) described in 9a. This Agreement is effective on the date signed by NRCS and extends through the agreement expiration date identified in Section 9b.

8b. This Agreement is comprised of this form CCC-1200, the "Appendix to Form CCC-1200," any addenda thereto, and NRCS and the Participant(s) agree that these documents constitute the entire agreement of NRCS and the Participant(s), inclusive. By signing this agreement, the Participants acknowledge the receipt of the following forms: CCC-1200, Appendix to Form CCC-1200, and any addenda thereto. By signing below, NRCS and the Participant(s) agree to comply with the terms of this Agreement. If NRCS determines that the Participant(s) violated the terms of this Agreement, the Participant(s) agree to forfeit further payments under this Agreement and refund to NRCS all payments received hereunder and pay such administrative costs as described in the "Appendix to Form CCC-1200."

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		b. Additional Fund Code(s)	
		5. HUA Number	03090205
2b. Farm and Tract Numbers (continued):		6. Total Treated Acres	216
2c. Legal Description (continued):			
4b. Additional Fund Code(s) (continued):			

**9a. PERFORMANCE/PAYMENT SCHEDULED FOR AGREEMENT**

Applicant LEE COUNTY BOARD OF COMMISSIONERS			County: LEE			State: Florida												
ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT	PLANNED AMOUNT (units)	COST/UNIT Incentive Payment	COST SHARE (%)	Year Scheduled												
						2004	2005											
1	Tract 1070 Fields: 7	FOREST SITE PREPARATION	155.0 AC.	\$16.00 /AC.	75%		\$1,860											
1a		490-Forest Site Prep/Mowing, Scalping, Subsoil etc	155 Acre	\$16.00	75%AM		\$1,860											
2	Tract 1070 Fields: 8	FOREST SITE PREPARATION	45.0 AC.	\$16.00 /AC.	75%		\$540											
2a		490-Forest Site Prep/Mowing, Scalping, Subsoil etc	45 Acre	\$16.00	75%AM		\$540											
3	Tract 1070 Fields: 8	PEST MANAGEMENT	50.0 AC.	\$450.00 /AC.	75%		\$16,875											
3a		595- Cogangrass/Pest Mgmt. of Noxious Plants	50 Acre	\$450.00	75%AC		\$16,875											
4	Tract 1070 Fields: 7, 8	UPLAND WILDLIFE HABITAT MANAGEMENT	216.6 AC.	NC	NC	216.6 AC.												
4		Non-Cost Shared	216.6	NC	NC	216.6												

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		b. Additional Fund Code(s)	
		5. HUA Number	03090205
		6. Total Treated Acres	216
2b. Farm and Tract Numbers (continued):			
2c. Legal Description (continued):			
4b. Additional Fund Code(s) (continued):			

**9b. AGREEMENT PERIOD**

Agreement Start Date:

Agreement Expiration Date:

NOTE: Agreement can expire no earlier than one year after the last scheduled practice is certified completed to standards and specifications.

	TOTAL	2004	2005							
Total FA:	\$19,275		\$19,275							
Total TA:										
Total Agreement Obligations:	\$19,275		\$19,275							

**10. AGREEMENT PARTICIPANTS**

NAME, ADDRESS, and PHONE NUMBER	OW	OP	PAYMENT SHARES (%)	ID NUMBER: 1/
LEE COUNTY BOARD OF COMMISSIONERS C/O LEE COUNTY PARKS & REC./ BOCC 3410 PALM BEACH BLVD FORT MYERS, FL 33916		✓	100.00	596000702
				<i>John King</i> 9-8-04

11. NRCS USE ONLY - Payments according to the shares approved.	SIGNATURE OF NRCS REPRESENTATIVE
	Date:

1/ Joint operation ID, if applicable.

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		b. Additional Fund Code(s)	
		5. HUA Number	03090205
		6. Total Treated Acres	216
2b. Farm and Tract Numbers (continued):			
2c. Legal Description (continued):			
4b. Additional Fund Code(s) (continued):			

AGREEMENT MODIFICATIONS (+/-)			
AMOUNT.	NRCS INITIAL	DATE	COMMENTS
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
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S.			
T.			



**U. S. DEPARTMENT OF AGRICULTURE**  
Natural Resources Conservation Service

**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 (WHDP) and to establish such practices according to the implementation schedule therein. Once the CCC-1200 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 WHDP and/or attachments to the WHDP, including the operations and maintenance agreement. The practice lifespan shall become effective upon certification for WHIP payment. The effective life of a practice may extend beyond the length of this agreement. Operations and maintenance requirements will only be enforced as an agreement provision during the agreement period identified in 9b of the CCC-1200. However, NRCS may consider failure to maintain a practice for the life span of a practice as a consideration in future WHIP funding decisions.
- (3) To establish, maintain, and replace practices as agreed to in the Wildlife Habitat Development Plan;
- (4) Not undertake any action on land under the participant's control which tends to defeat the purposes of this cost-share agreement, as determined by NRCS;
- (5) To secure all needed local, State, and Federal permits prior to commencing the practice(s) on the designated areas;
- (6) If, during the construction of any practice, a previously unidentified archaeological or historic site(s) is encountered, the participant shall discontinue work in the general area of the site(s) and notify the NRCS immediately; and

- (7) To provide NRCS or its agent access to WHIP acreage to review the effectiveness of the practices during the agreement period.

**B** NRCS agrees, subject to the availability of funds, to:

- (1) Share the cost with owners and operators of establishing wildlife habitat development practices, or an identified unit thereof, as agreed to in the Wildlife Habitat Development Plan;
- (2) Provide for technical assistance to successfully establish the desired wildlife habitat and to meet the goals and objectives of the program.

#### **4 PAYMENTS**

Subject to the availability of funds:

- A** Payment will be made using the cost method and cost-share rate specified in the agreement. Payment will occur following a determination by NRCS that an eligible practice, or an identifiable unit thereof, has been established according to the appropriate standards and specifications required by the agreement.
- B** The cost-share payment (designated as AC, AA, AM, or FR) identified in the "cost/unit" column of the agreement support document shall be paid at the cost specified on the cost list which is in effect at the time installation of the practice is initiated and for the quantity or extent of the practice installed.
- C** Significant increases to cost-share payments shall be made at the cost specified on the cost list in effect at the time the practice is initiated upon execution of a modification of the agreement.
- D** In order to be reimbursed for technical services approved under this agreement and performed by a certified Technical Service Provider ("TSP") hired by the participant, a participant must execute a request for payment in the form of an Application for Payment form, NRCS-1245. The participant must also submit to NRCS an invoice from the TSP for the work performed as well as any documentation NRCS may require in order to ensure that the technical services were carried out in accordance with NRCS requirements and specifications.

It is the participant's responsibility to ensure that the technical services obtained from a TSP hired by the participant meet program requirements. NRCS will not reimburse the participant if the technical services provided by the TSP do not meet WHIP requirements. If NRCS terminates this agreement as provided under paragraph 9 of this Appendix, NRCS may seek reimbursement of any TSP payments made to the participant.

## **5 VIOLATIONS, DISPUTES, AND APPEALS**

- A** A **violation** is the participant's failure to comply with any or all of the terms and conditions of this agreement, including, but not limited to the failure:
- (1) to implement practices as scheduled in the Wildlife Habitat Development Plan;
  - (2) to meet specifications for establishing practices;
  - (3) to maintain in a satisfactory condition all cost-shared practices; or
  - (4) of a practice(s) because of circumstances within the control of the participant. If the participant removes the cause for noncompliance, a violation can be avoided.
- B** Other violations include, but are not limited to:
- (1) Destruction of a practice established under the terms of the cost-share agreement without the approval of NRCS or failure to apply compensatory treatment for the destroyed practice as agreed to by NRCS.
  - (2) False application for payment.
- C** If NRCS makes an adverse determination, the applicant or participant shall be entitled to a review of that adverse determination in accordance with the appeal procedures found at 7 CFR part 614, part 11 or any successor provisions.

## **6 ERRONEOUS REPRESENTATION AND SCHEME OR DEVICE**

- A** A participant who is determined to have erroneously represented any fact affecting a determination with respect to this cost-share agreement and the WHIP regulations, adopted any scheme or device which tends to defeat the purposes of this program, or made any fraudulent representation with respect to this agreement, will not be entitled to payments or any other benefits made in accordance with this agreement and the participant may be required to refund all payments received by such participant, plus interest, with respect to this agreement.
- B** Refunds determined to be due and owing in accordance with this agreement will bear interest at the Current Value of Funds Rate published annually in the *Federal Register* by the United States Department of Treasury.
- C** In addition to the provisions of paragraph 6A of this Appendix, the participant may be subject to civil or criminal liability under any applicable statutes, including but not limited to 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729.

## **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 CCC-1200 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 constitutes 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**

- A** It is further agreed that CHARLOTTE HARBOR ENVIRONMENTAL CE 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, NRCS-1245, shall be signed by CHARLOTTE HARBOR ENVIRONMENTAL CE.
- B** It is further agreed that modification documents shall be signed in the name of CHARLOTTE HARBOR ENVIRONMENTAL CE by CHARLOTTE HARBOR ENVIRONMENTAL CE.

## **14 REGULATIONS TO PREVAIL**

The regulations in 7 CFR Part 636 for the WHIP and 7 CFR Part 12 are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

**15 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 1966 (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** As required under paragraph 3A(5) of this Appendix, the Participant(s) are responsible for obtaining all needed local, State, and Federal permits prior to commencing any activities in the designated areas.

**16 NONDISCRIMINATION AND EQUAL EMPLOYMENT REQUIREMENTS**

- A** Construction work carried out through long-term agreements are subject to non-segregated facilities provisions applicable to federally-assisted construction contracts. 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 paragraph 16A are met, the following clauses apply to this agreement:
  - (1) The participant agrees to include in any single contractual arrangement estimated to exceed \$10,000 the non-segregated facilities provisions applicable to federally-assisted construction contracts.
  - (2) The participant shall comply with Executive Order 11246 and the non-segregated facilities provisions with regard to employment of people specifically to assist the participant in construction work estimated to exceed \$10,000 to be installed in any 12-month period.
  - (3) The participant shall actively assist NRCS and/or the conservation district in obtaining from the contractor full compliance with non-segregated facilities provisions in any contractual arrangement entered into by the participant.

The Contracting Officer is to furnish the participant all forms, posters, and instructions for compliance with Executive Order 11246 and the non-segregated facilities provisions.

- C The participant agrees to obtain signed NRCS-ADS-818, Certification of Non-segregated Facilities (form provided by NRCS) from a contractor when the construction contract exceeds \$10,000. The participant further agrees to provide the signed agreement to the Contracting Officer.
- D If the total estimated cost of this agreement exceeds \$10,000 and the participant intends to perform the construction work himself or herself and employ personnel for the specific purpose of assisting in the construction, the participant will acquire Forms NRCS-ADS-818 and NRCS-ADS-819. The participant agrees to sign Form NRCS-ADS-818 and furnish copies to the Contracting Officer.

#### 17 **MODIFICATION/EXTENSION/CORRECTION**

- A Any changes to this agreement must be made in writing and signed by the parties.
- B The parties may modify the terms of this agreement by mutual agreement.
- C NRCS reserves the right to unilaterally correct all errors in entering data or in the results of computations set forth in the agreement.

#### 18 **EXAMINATION OF RECORDS**

Participant(s) agree to give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Participant(s) agree to retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

#### 19 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – COVERED TRANSACTIONS (7 CFR 3017)**

- A The participant certifies to the best of the participant's knowledge and belief, that the participant and the participant's principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (2) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) 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 listed in paragraph A(2) of this certification; and
- (4) Have not within the three-year period preceding this agreement had one or more public contracts (Federal, State or local) terminated for cause or default.

**B** If the participant is unable to certify to any of the statements in Section A, the participant shall attach an explanation to this agreement.

## **20 DRUG-FREE WORKPLACE (7 CFR 3017)**

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.

## **21 CERTIFICATION: (PARTICIPANT(S) OTHER THAN INDIVIDUALS)**

**A** The participant certifies that the participant 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 21A(1);
- (4) Notifying the employee in the statement required by paragraph 21A(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 21A(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;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 21A(4)(b), with respect to any employee who is so convicted--
  - (a) Taking appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to maintain a drug-free workplace through implementation of paragraphs 21A(1) through (6).

**B** The participant may insert in the space provided below the site(s) for the performance of work done in connection with the specific agreement:

*Caloosahatchee Regional Park Phase III*  
 Place of Performance (Street address, city, county, state, zip code)  
18572 N. River Road  
Alva, FL 33920

Check  if there are workplaces on file that are not identified here.

**22 CERTIFICATION: ( FOR PARTICIPANT(S) WHO ARE INDIVIDUALS)**

- A** The participant certifies that, as a condition of the agreement, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the agreement;
- B** If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any agreement activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every agreement officer or other designee responsible for the agreement, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected agreement.

**23**      **Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)**

**A**      The participant certifies, to the best of his or her knowledge and belief, that:

- (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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.