

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

Blue Sheet No. 20051655

1. ACTION REQUESTED/PURPOSE: Authorize the Chairman to sign a Wildlife Cooperative Agreement between the United States Department of the Interior, Partners for Fish and Wildlife Program and Lee County to remove invasive exotics from Piping Plover habitat, a 39 acre island located at Bunche Beach. Approve Budget Amendment Resolution and in the amount of \$58,000.

2. WHAT ACTION ACCOMPLISHES: To accept funds from the Partners for Fish and Wildlife Program to remove invasive exotics from Piping Plover habitat, a 39 acre island located at Bunche Beach.

3. MANAGEMENT RECOMMENDATION: Approve this agreement which establishes the mechanism for Lee County to receive \$58,000 in funds on a reimbursement basis for removal of invasive exotics from Piping Plover habitat, a 39 acre island located at Bunche Beach.

4. Departmental Category: 11 CIA		5. Meeting Date: 11-29-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	Statute _____	
	Ordinance _____	
	Admin. Code _____	
	<input checked="" type="checkbox"/> Other <u>Agreement</u>	
		8. Request Initiated: Commissioner _____ Department <u>Parks and Recreation</u> Division _____ By: <u>John Yarbrough</u> <i>John Yarbrough</i>

9. Background:
 The Department of Parks and Recreation has applied for a Partners for Fish and Wildlife Program grant to the United States Fish and Wildlife Service. With the passage of Hurricane Charley in 2004, the establishment of exotics has accelerated tremendously, as blown down vegetation has provided new areas for seed distribution. This project is committed to the removal of invasive exotics from Piping Plover habitat, a 39 acre island located at Bunche Beach.

Lee County will provide follow up maintenance treatment of exotics for the next five years on our 10 acres with a match value of in kind services of \$64,800. This in kind match will include herbicides, personnel, materials, and equipment.

Funds will be made available in revenue account #11081730105.331390.9001 and expense account #11081730105.503490

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>JY 11-16-05</i>				<i>WZ 11/17/05</i>	<i>11/17/05</i>	<i>11/17/05</i>	<i>11/17/05</i>	<i>11/17/05 JS</i>	<i>11-17-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *WZ*
 11-17
 10:05
 COUNTY ADMIN
 FORWARDED TO: *WZ*
 11-17-05
 4PM

Rec. by CoAtty
 Date: *11/17/05*
 Time: *8:40AM*
 Forwarded To:
11-17-05

RESOLUTION

Amending the Cap. Imp.-Environ. Sen. Land Mgt Budget, Fund 30105 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

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. Imp.- Environ. Sen. Land Mgt. Budget, Fund 30105 for \$ 58,000 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

WHEREAS, the Cap. Imp.- Environ. Sen. Land Mgt. Budget, Fund 30105 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$13,851,830
11081730105.331390.9001	Parks & Rec- Partners for Fish & Wildlife Bunchee Beach Preserve	\$ 58,000
Amended Total Estimated Revenues		\$13,909,830

APPROPRIATIONS

Prior Total:		\$13,851,830
Additions		
11081730105.503490	Other Contracted Services	\$ 58,000
Amended Total Appropriations		\$13,851,830

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Cap. Imp.- Environ. Sen. Land Mgt. Budget, Fund 30105 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 _____, 2005.

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 #): 110817
- 2. Title of Grant: Partners for Wildlife – Piping Plover Habitat at Bunche Beach
- 3. Amount of Award: \$58,000
- 4. Amount of Match Required: \$64,800
- 5. Type of Match: in kind
(cash, in-kind etc)
- 6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA # 15.631	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 401815J030

8. Contract Period:	Begin Date: 08/01/05	End Date: 08/01/10
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11081730105.331390.9001
11081730105.503490

11. Scope of Grant: (describe project).
To remove invasive exotics from Piping Plover habitat, a 39 acre island, located at Bunche Beach.

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

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 nd Year	3 rd Year
4 th Year	5 th 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. Terry Cain	Phone #: 707-3015
Fiscal Mgr. Cindy Mitar	Phone #: 461-7414

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. **Grantor Agency:** United States Department of the Interior
- 2. **Program Title/Division:** Partners for Fish and Wildlife Service
- 3. **Agency Contact:** Kathy O'Reilly-Doyle
- 4. **Phone Number:** 239-353-8442 ext 232
- 5. **Mailing Address:** 3860 Tollgate Blvd, Suite 300
Naples, FL 34119

SOURCE OF FUNDS

1. Original Funding

Source: United States Department of the Interior
(name of agency where funding originated from)

2. Pass Through Agency: Partners for Fish and Wildlife Service

(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:

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

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO X
(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES NO X
(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:

AGREEMENT NO: 401815J030
CHARGE CODE: 41540-1261-4SCB 3O (FY05)
Amount: \$10,000.00
CHARGE CODE: 41420-2979-E4EM 3O (FY05)
AMOUNT: \$48,000.00
DUNS NUMBER146709191

FAADS: 12-24125-Fort Myers-071-Lee-33902-14-08/01/05-08/01/10-Removal of exotic species
from Piping Plover habitat at Bunche Beach-00

COOPERATIVE GRANT AGREEMENT

Between

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

And

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

I. COOPERATIVE AGREEMENT RECIPIENT:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Fl. 33902

Recipient Class: State and Local Government
Catalog of Federal Domestic Assistance Number: 15.631

II. AUTHORITY:

This agreement between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and Lee County Board of County Commissioners (hereinafter referred to as the "Recipient") is hereby entered into under the authority of the U. S. Fish and Wildlife Coordination Act 16 U. S. C. 661-667, and the provisions of the Interior and Related Agencies Appropriation Act, Title IV Pub. Law 106-291, and PL 105-242, National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998.

III. PURPOSE:

This agreement is for the purpose of more efficiently and economically managing adjacent conservation properties at Bunche Beach, owned by the County and Service.

These land tracts are managed by the Service as the Matlacha Pass NWR and by the county as San Carlos Bay Bunche Beach Preserve (SCBBBP). The Bunche Beach property is located in Section 11, Township 46 south, range 23 east as being N.89°06'34"E (Fig. 1).

These lands have been protected as public conservation lands including beach front designated as critical habitat for the federally threatened Piping Plover. This project will be a joint effort between the J. N. "Ding" Darling National Wildlife Refuge Complex (NWR) and the Lee County Parks and Recreation. Specifically, the project is to eradicate invasive exotics on a remote parcel not accessible from the road.

Following the passage of Hurricane Charley in 2004, the establishment of exotics has accelerated, as blown down vegetation has provided new areas for seed distribution for not only the refuge property, but also adjacent partner's lands. The partners will work collaboratively to eliminate duplicative costs, effectively mobilize the equipment and workforce by boats and barge, and jointly treat invasive exotics on both the County and refuge lands. This comprehensive treatment will remove the exotics as well as reduce potential future seed source that may re-infect the conservation lands.

IV. BACKGROUND:

In November of 2003, the J. N. "Ding" Darling NWR purchased 147 acres of piping plover habitat located at Bunche Beach under the Matlacha NWR. This property was proposed for development and would have seriously jeopardized one of the few remaining resting/ feeding plover areas in Lee County, Florida. Additionally, Bunche Beach is located next to a recent acquisition by Lee County of 730 acres of beach and uplands.

Adjacent land owners, including Lee County, removed major exotics such as Australian pine and Brazilian pepper from their lands prior to Hurricane Charley (August 2004). The refuge property, including beach front designated as critical habitat for the federally threatened piping plover, are still in need exotics removal. Following the hurricane, the establishment of exotics has accelerated as blown down vegetation has provided new areas for seed distribution for not only the refuge property but also adjacent partners lands.

V. SCOPE OF EFFORT:

For a period hereinafter set forth, the County and the Service are authorized on a case by case, mutually agreed upon basis, to furnish the necessary personnel, materials, services, facilities, and otherwise for the performance of work as follows:

Specifically, the County and the Service will have substantial involvement in the project, including:

- A. Providing personnel and/or equipment, materials, services, and facilities to assist in the management of conservation lands owned or managed by either of the other two entities on an as needed, mutually agreed to basis. Such assistance will typically consist of, but is not limited to, invasive non-native plant control, habitat restoration projects or wildlife research.
- B. Nothing in the Agreement obligates any party to expend funds not appropriated and administratively allocated for such purposes. Each party to the Agreement retains the right to decline to offer or accept assistance on any project on a case by case basis and for any reason.
- C. The county will administer the initial contract for 39 acres, including both county and refuge lands.

Project Description

The purpose of the proposed action is to provide funding for the removal of invasive exotic plants from 150 acres of coastal habitat along San Carlos Bay in Lee County, Florida, concentrating on 39 acre island (Fig. 1).

The targets species are Brazilian pepper (*Schinus terebinthifolius*), Australian pines (*Casuarinaequisetifolia*), Melaleuca (*Melaleuca quinquenervia*), and seaside mahoe (*Thespesia populnea*) with the primary focus being the complete treatment and subsequent removal of the exotic plants to allow rehabilitation and restoration of native plant species. Lee County Parks and Recreation (LCPR) will hire a contractor to conduct the work. Exotics will be mulched using a Gyro Trac GT 25, which will cut mature pine trees down and grind them into mulch in place. The Gyro Trac can also handle peppers and other woody exotics. Stumps will be treated with herbicide. Lightly infested areas and remaining “outliers” will be treated using hand-held sprayers. Equipment will be brought to the site by barge during a high tide. Work may only be conducted in August 2005 and if necessary, will be completed between March and August 2006 to avoid disturbing piping plovers while they are over-wintering on the beach (Intra-Service Section 7 Evaluation).

Large dead pines left over from the storm that have fallen into the mangroves will be left on site. These dead trees will cause severe damage to the mangroves if they are removed. Australian pines that are hanging over mangroves will be cut and dragged from site, therefore some mangrove damage will occur, but the contractor will work to minimize the damage.

Lee County 20/20 program will provide follow-up maintenance treatment of exotics for

the next five years on their 10 acres. Site inspections and treatment will be conducted a minimum of twice annually. LCPR will provide all necessary equipment, herbicide and labor to conduct inspections and treat exotics.

VI. PROJECT PERFORMANCE MEASURES

Performance will be measured by the percentage of total acres to be covered. Completion of the project will be when 100% of the 39 acres is initially treated and county property has been treated for five consecutive years. On an annual basis, treatment reports will be submitted to the refuge by October 1, 2005.

VII. PERIOD OF PERFORMANCE:

The period of performance of this agreement is from August 1, 2005 through August 1, 2010.

VIII. AWARD AMOUNT:

- A. TOTAL (NOT-TO-EXCEED) AWARD AMOUNT: \$58,000
- B. TOTAL AMOUNT FUNDED TO DATE: \$58,000.00
- C. FUNDING 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 Service exists unless or until funds are made available to the Recipient and notice of such availability is confirmed in writing to the Recipient.

The County will provide \$64,800 (funds, materials, products, or in-kind services) for this project and the Service will provide fifty-eight thousand dollars (\$48,000 Vero Beach Office, \$10,000 Challenge Cost Share).

The County will request proposals and administer the contract services for this project. The Service will transfer funds to the County on a cost reimbursement basis for an amount not to exceed fifty-eight thousand dollars (\$58,000). Invoices for reimbursement shall be submitted following successful completion of the project.

IX. APPROPRIATION DATA:

APPROPRIATION: 41540-1261-4SCB 3O \$10,000.00 (FY05)
41420-2979-E4EM 3O \$48,000.00 (FY05)

X. PAYMENT PROVISIONS:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient may submit requests for payment using Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.) The Debt Collection Improvement Act of 1996 (P.L. 104-134) requires that all federal payments made by an agency after July 26, 1996, must be made by electronic funds transfer unless the recipient certifies that they do not have an account at a financial institution or authorized payment agent.
- B. The original and one copy of each payment request (SF 270) shall be submitted to the Service Project Officer identified in Article XI.A. of this agreement. Upon approval, the Service Project Officer shall forward the payment request and one copy to the Regional Budget and Finance Office 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 A-87 ("Cost Principles for State and Local Governments") or the approved budget, 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.

XI. ADMINISTRATIVE OFFICER:

The Administrative Officer for this agreement is:

Lewis Boggan
U.S. Fish and Wildlife Service
1875 Century Boulevard, Room 310
Atlanta, GA 30345
404-679-7231
Lewis_Boggan@fws.gov

XII. PROJECT OFFICERS:

- A. Kendra Pednault-Willett
Wildlife Biologist
J.N. "Ding" Darling NWR

1 Wildlife Drive
Sanibel, Florida 33957
(239) 472-1100 x 230
Kendra_Willett@fws.gov

Kathy O'Reilly-Doyle
Private Lands Biologist
U.S. Fish and Wildlife Service
860 Tollgate Blvd, Suite 300
Naples, FL 34119
(239) 353-8442 ext 232
Kathy_O'Reilly-Doyle@fws.gov

Rob Jess
Project Leader
J.N. "Ding" Darling NWR
1 Wildlife Drive
Sanibel, Florida 33957
(239) 472-1100
Robert_Jess@fws.gov

- B. Terry Cain
Land Stewardship Coordinator
Lee County Parks and Recreation
7330 Gladiolus Drive
Fort Myers, Florida 33908
(239) 707-3015
caintb@leegov.com

XIII. REPORTING/DELIVERY REQUIREMENTS:

A. Interim Reports

Interim reports will be completed on an annual basis. Report should include a summary of the work completed as well as the expenses incurred during the report period.

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 XIIA. 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).

XIV. TERMS AND CONDITIONS:

The Department of 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 General Services will make the full text of these regulations available.

XV. MODIFICATIONS:

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

XVI. SPECIAL PROVISIONS:

The following Special Provisions apply to this agreement:

- A. The scope of work and terms of the agreement may be modified at any time by mutual consent of the signatory parties.
- B. The U.S. Fish and Wildlife Service General Provisions for Grants and Cooperative Agreements, dated September 1993, are applicable to the Cost-Share Agreement portion (\$10,000) of this Cooperative Agreement and are hereby incorporated by reference; or Chapter 43, Part 12 of the Code of Federal Regulations apply and is incorporated by reference.
- C. The parties to this agreement agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries resulting from the fault or negligence of the other party. Any claim for damages to property or persons made against the Government will be pursued in accordance with the provision of the Federal Tort Claims Act.
- D. The County shall give the Service, the Comptroller General, or any other auditor selected by the Service, through any authorized representative, access to and the right

to examine all books, papers, or documents related to the award.

- E. The County shall comply with all Federal statutes relating to nondiscrimination. These included but are not limited to Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, handicap, or national origin.
- F. No member of, or Delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise there or from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- G. The County shall obtain the prior review and approval of the Service for all printed and other informational materials distributed to the public by the County in connection with this agreement.
- H. The County shall acknowledge the Service as a contributing partner, on any signage installed, or any publications or presentations developed regarding this project.
- I. The County is responsible for obtaining and adhering to all permits necessary to complete the proposed work, with one exception. The Service will obtain an Intra-service Section 7 Biological Evaluation. Work can not begin on the property until a signed Intra-service Section 7 Biological Evaluation is obtained from the USFWS Vero Beach Field Office.
- J. The County is responsible for obtaining any necessary permission from other property owners to complete the proposed work.
- K. 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.
- L. 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").
- M. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use and policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

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

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

LEE COUNTY BOARD OF COUNTY
COMMISSIONERS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
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. Challenge Cost Share	15942	\$	\$	\$ 10,000.00	\$ 10,000.00	20,000.00
2. Ecological Services Office				48,000.00	54,800.00	102,800.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 58,000.00	\$ 64,800.00	122,800.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					
	(1) Challenge Cost Share	(2) Ecological Services Office	(3)	(4)	(5)	Total (6)
a. Personnel	\$	\$	\$	\$	\$	0.00
b. Fringe Benefits						0.00
c. Travel						0.00
d. Equipment						0.00
e. Supplies						0.00
f. Contractual	10,000.00	48,000.00				88,000.00
g. Construction						0.00
h. Other						0.00
i. Total Direct Charges (sum of 6a-6h)	10,000.00	48,000.00		0.00		58,000.00
j. Indirect Charges						0.00
k. TOTALS (sum of 6i and 6j)	\$ 10,000.00	\$ 48,000.00	\$	\$ 0.00	\$	58,000.00
7. Program Income						\$

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

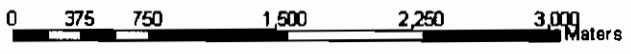
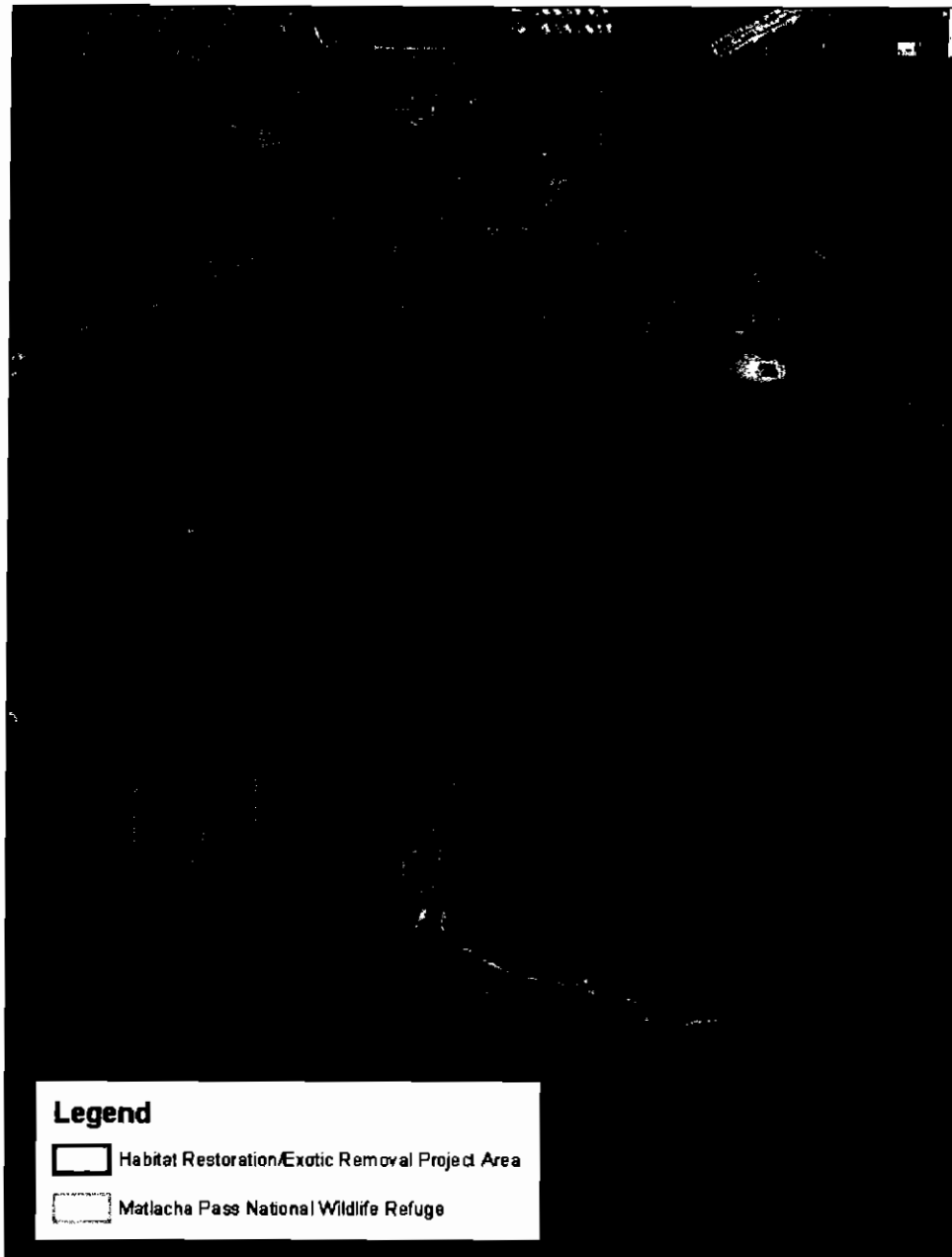
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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Challenge Cost Share	\$ 10,000.00	\$	\$	\$	10,000.00
9. Ecological Services Office	54,800.00				54,800.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)	\$ 64,800.00	\$ 0.00	\$ 0.00	\$ 0.00	64,800.00
SECTION D - FORECASTED CASH NEEDS					
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$ 0.00	\$	\$	\$	
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 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. Challenge Cost Share	\$	\$	\$	\$	
17. Ecological Services Office					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	22. Indirect Charges:				
23. Remarks:					

Figure 1

Roberts Tract - Bunche Beach Project Area Aerial Photograph



June 3, 2005

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) 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;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
 - (1) Abide by the terms of the statement; and
 - (2) 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 conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant 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 grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) 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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, 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 grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, 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 grant.

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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 undersigned 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 accordingly.

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 Section 1352, title 31, U.S. Code. 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE