

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Authorize the Chairman to execute a grant agreement between the U.S. Department of the Interior – Fish and Wildlife Service and Lee County for restoration and enhancement of the Caloosahatchee Creeks Preserve. Approve a Budget Amendment in the amount of \$25,000.

2. WHAT ACTION ACCOMPLISHES: Accept funds from the U.S. Department of the Interior – Fish and Wildlife Service for Caloosahatchee Creeks Preserve.

3. MANAGEMENT RECOMMENDATION: Execute grant agreement and approve budget amendment.

4. Departmental Category: // C11B		5. Meeting Date: 09.26.06
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 _____	
		8. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarbrough</u>

9. Background:
 The Department of Parks and Recreation applied for a Fish and Wildlife Service grant from the U.S. Department of the Interior. The grant was approved August 30, 2006. This grant will complete the project entitled Caloosahatchee Creeks Preserve Restoration and Enhancement. The objectives of this project include enhancing an existing upland spoil area by creating a maritime hammock; increasing the extent of maritime hammock, a globally imperiled community type as ranked by the Florida Natural Areas Inventory; providing habitat for neotropical migrants; and removing Brazilian pepper, an invasive exotic species, from shoreline to enhance habitat for shorebirds, wading birds, etc. at Caloosahatchee Creeks Preserve.

Funds are available in account #11085130105.331720.9002 and account #11085130105.503490

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.	
<u>CCM</u> 9-8-06				<u>Melby S. B...</u>	<u>CA</u> 9/11/06	<u>CA</u> 9/11/06	<u>CA</u> 9/11/06	<u>CA</u> 9/11/06	<u>9-13-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>CA</u>
9/11/06 10:55 AM
COUNTY ADMIN FORWARDED TO: <u>MC</u>
9/13/06 9pm

Rec. by CoAtty
Date: <u>9/8/06</u>
Time: <u>3:40pm</u>
Forwarded To: COUNTY ADMIN 9/11/06 9:08am

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 \$ 25,000 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		\$23,101,196
11085130105.331720.9002	Parks & Rec- Partners for Fish &Wildlife Caloosahatchee Creeks Preverve	\$ 25,000
Amended Total Estimated Revenues		\$23,126,196

APPROPRIATIONS

Prior Total:		\$23,101,196
Additions		
11085130105.503490	Other Contracted Services	\$ 25,000
Amended Total Appropriations		\$23,126,196

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 _____, 2006.

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

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #): 110851
2. Title of Grant: Fish & Wildlife – Caloosahatchee Creeks Preserve
3. Amount of Award: \$25,000
4. Amount of Match Required: \$75,076
5. Type of Match: in kind
 (cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA # 15.630	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 401816G115

8. Contract Period:	Begin Date: <u>09//01/06</u>	<u>09/01/07</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11085130105.331720.9002
11085130105.503490

11. Scope of Grant: (describe project).

To enhance an existing upland spoil area by creating maritime hammock. To increase the extent of maritime hammock, a globally imperiled community type as ranked by the Florida Natural Areas Inventory. To provide habitat for neotropical migrants. To remove Brazilian pepper, an invasive exotic species, from shoreline to enhance habitat for shorebirds, wading birds, etc. at Caloosahatchee Creeks Preserve.

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. Cathy Olson	Phone #: 461-7455
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: Fish and Wildlife Service
- 3. Agency Contact: Jeff Howe
- 4. Phone Number: 772-562-3909 ext 283
- 5. Mailing Address: 1339 20th Street
Vero Beach, FL 32960

SOURCE OF FUNDS

- 1. Original Funding
Source: United States Department of the Interior
(name of agency where funding originated from)
- 2. Pass Through Agency: Fish and Wildlife Service
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT - - - then from STATE 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
(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:

Empty box for comments and instructions.

AGREEMENT NO.: 401816G115
CHARGE CODE: 41420-1124-0000 W5 FY06
AMOUNT: \$25,000.00
DUNS NO: 361327138

FAADS: 12-24125-Fort Myers-071-Lee-33901-14-09/01/06-09/01/07-To complete the project entitled Caloosahatchee Creeks Preserve Restoration and Enhancement-01

GRANT AGREEMENT

Between

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

And

LEE COUNTY DEPARTMENT OF PARKS AND RECREATION

I. GRANT AGREEMENT RECIPIENT:

Lee County Department of Parks and Recreation
3410 Palm Beach Boulevard
Fort Myers, Florida 33916

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

II. AUTHORITY:

This agreement between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and the Lee County Department of Parks and Recreation (hereinafter referred to as the "Recipient") is hereby entered into under the authority of the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16U.S.C. 661 et seq.).

III. PURPOSE:

This Grant Agreement is being implemented in order to complete the project entitled *Caloosahatchee Creeks Preserve Restoration and Enhancement*. The objectives of this project are:

- A. Enhance an existing upland spoil area by creating maritime hammock.
- B. Increase the extent of maritime hammock, a globally imperiled community type as ranked by the Florida Natural Areas Inventory.

C. Provide habitat for neotropical migrants.

D. Remove Brazilian pepper, an invasive exotic species, from shoreline to enhance habitat for shorebirds, wading birds, etc.

IV. BACKGROUND:

Approximately \$298,185.00 has already been spent removing nonindigenous invasive plant species from management units 108-1 and -2 (\$139,920.00 from the South Florida Water Management District, \$10,000.00 from the Service, and \$148,265 from the Lee County Conservation 20/20 budget). This proposal would complete the removal of nonindigenous invasive species from the two management units and enhance an existing upland spoil area by creating maritime hammock habitat.

V. SCOPE OF EFFORT:

The contributing partners for this proposal includes the Service (funds) and Lee County Conservation 20/20 (staff time, equipment, funds and contractor selection). Service funds will be used to purchase suitable maritime hammock plants, and cover the contractor's costs for planting and watering. The Lee County Conservation 20/20 funds will pay for the contractor's removal of Brazilian pepper, and the Lee County Parks and Recreation Land Stewardship staff's time for field work, contractor management, and reporting (Table 1).

The Brazilian pepper along the Caloosahatchee River will be removed by hand in 2006 or the dry season of 2007. Roots will be left in place to stabilize the shoreline. The stumps will be treated with an appropriate herbicide in accordance with label directions to prevent regrowth.

The 20 1-acre maritime hammock plots are proposed for installation in May or June of 2007. The date will coincide with the start of the rainy season. Plants will be installed over a 1 month time frame and will be given supplemental water if needed. The plants will be monitored by the contractor until they are established. After establishment, Lee County Land Stewardship staff will conduct quarterly monitoring and report any incidental wildlife utilization. Annual reports will be provided to the Service for the first 5 years, and thereafter by request.

Table 1. Estimated costs for the proposed Caloosahatchee Creeks Preserve Restoration and Enhancement project.

Cost Category	USFWS Coastal Program Proposal Request	Lee County Conservation 20/20
300 overstory trees (7 gallon size)	\$6,000.00	
900 midstory shrubs (3 gallon size)	\$5,400.00	
Installation and watering (contractor)	\$13,600.00	
Brazilian pepper removal (contractor)		\$72,150.00
Lee County Parks and Recreation Land Stewardship staff time:		
Field work		\$2,704.80
Contractor management		\$ 103.60
Reporting		\$ 117.60
Totals	\$25,000.00	\$75,076.00

VI. PERIOD OF PERFORMANCE:

The period of performance of this agreement is from September 1, 2006, through September 1, 2007.

VII. AWARD AMOUNT:

- A. TOTAL (NOT-TO-EXCEED) AWARD AMOUNT: \$25,000.00
- B. TOTAL AMOUNT FUNDED TO DATE: \$25,000.00
- 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 Recipient exists unless or until funds are made available to the Recipient and notice of such availability is confirmed in writing to the Recipient.

VIII. APPROPRIATION DATA:

APPROPRIATION: 41420-1124-0000 W5 \$25,000.00 FY06

IX. 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. Partial payments may be made upon receipt of deliverables. Final payment will not be made until the final report is received and approved by the Service.
- 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 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 OMB Circular 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.

X. ADMINISTRATIVE OFFICER:

The Administrative Officer for this agreement is:

Vincent Chua
U.S. Fish and Wildlife Service
1875 Century Boulevard, Room 310
Atlanta, Georgia 30345
Phone: 404-679-4059
Fax: 404-679-4057
E-Mail: vincent_chua@fws.gov

XI. PROJECT OFFICERS:

A. U.S. Fish and Wildlife Service:

Jeff Howe
ATTN: Coastal Program Coordinator
U.S. Fish and Wildlife Service
1339 20th Street
Vero Beach, Florida 32960
Phone: 772-562-3909 extension 283
Jeffrey_Howe@fws.gov

B. Recipient:

Cathy Olson
Conservation 20/20 Senior Supervisor
Lee County Department of Parks and Recreation
3410 Palm Beach Boulevard
Fort Myers, Florida 33916
Phone: 941-461-7455
colson@leegov.com

XII. REPORTING/DELIVERY REQUIREMENTS:

- A. Interim Reports: Interim reports will be submitted every 6 months to the Service Project Officer identified in Article XI.A. of this agreement, starting from the date this agreement is executed. At a minimum, interim reports should include:
1. Project progress to date;
 2. Detailed information on any deviations from the scope of work contained in this agreement;
 3. Plans for the upcoming 6 months;
 4. Digital photographs of project activities (with text descriptions), taken before, during, and after;
 5. Maps containing pertinent information;
 6. Summary of any data related to the project collected to date;
 7. Copies of any published journal articles resulting from the funded project.

When due dates for interim reports coincide with other deliverables, a report is still required. The agreement number should be noted on all reports and project correspondence.

- 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 XI.A. of this agreement. A copy of the final report shall also be forwarded to the Service Administrative Officer.
- C. Final Financial Status Report: Within 90 days after completion of this award, the Recipient shall submit to the Service Administrative Officer a final Financial Status Report (Standard Form 269).

XIII. 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.

XIV. 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.

XV. SPECIAL PROVISIONS:

- A. The Recipient is responsible for obtaining all permits necessary to complete the proposed work.
- B. The Recipient is responsible for obtaining any necessary permission from private property owners to complete the proposed work.
- C. The Recipient remains obligated to all other applicable Federal, State, and local statutes, ordinances, and permitting requirements.
- D. The Service will be acknowledged, as a contributing partner, on any signage installed regarding the project. Any publications or presentations produced as a result of this project will also acknowledge the Service.

- E. The Service's liability will be governed by the Federal Tort Claims Act (28 U.S.C. 2671 *et seq.*). The extent of the Recipient's liability shall be governed by the laws of the State of Florida.
- F. 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 Agreement to be executed as of the date therein written.

LEE COUNTY DEPARTMENT OF
PARKS AND RECREATION

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

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Project Title

Caloosahatchee Creeks Preserve Restoration and Enhancement

Principal Investigator

Cathy Olson, Conservation 20/20 Senior Supervisor
Lee County Department of Parks and Recreation
3410 Palm Beach Boulevard
Fort Myers, Florida 33916
Telephone (941)-461-7455
FAX (941) 461-7460
Email; colson@leegov.com

Project Objectives

- Enhance an existing upland spoil area by creating maritime hammock
- Increase the extent of maritime hammock, a globally imperiled community, as ranked by the Florida Natural Areas Inventory
- Provide habitat for neotropical migrants
- Remove Brazilian pepper, an invasive exotic species, from shoreline edge to enhance habitat for shorebirds, wading birds, etc.

Project Location and Description

Caloosahatchee Creeks Preserve is located on the Gulf Coast of Florida in Lee County (80° 47' 34.4W, 26° 42' 11.6N). The project area is located in Sections 26 and 27, Township 43S, Range 25E on the northern shores of the Caloosahatchee River (Figure 1). The entire County-owned preserve is 1290 acres but the project area is limited to two management units east of I-75 totaling 201 acres. The site is located approximately 400 feet from the Caloosahatchee National Wildlife Refuge. Additional conservation lands owned by the Florida Department of Environmental Protection, South Florida Water Management District, and Audubon of Florida occur along the shoreline of the river and on islands in the river within 1 mile of the refuge and preserve (Figure 2).

Lee County purchased the majority of Caloosahatchee Creeks Preserve in late 2000 through its conservation lands program. Approximately 50% of the project area (Management Units 108-1 and 2) consists of upland spoil that was covered with Brazilian pepper (*Schinus terebinthifolius*) and Australian pines (*Casuarina equisetifolia*), invasive exotic species (Figure 3). The remaining 50% consists of wetlands that were also heavily impacted by Brazilian pepper. A total of \$298,185 has been spent on Brazilian pepper and Australian pine removal from management units 108-1 and 2. Thus far, the majority of the Brazilian pepper and Australian pines has been removed from the project area. What remains is sparsely vegetated upland spoil and a series of wetlands. Native vegetation, including willow (*Salix caroliniana*), marsh cordgrass (*Spartina patens*), bulrush (*Scirpus* spp.), and cattails (*Typha latifolia*), has recruited naturally into the

wetlands, but the upland spoil contains very few plants. Native vegetation on the upland spoil includes cabbage palms (*Sabal palmetto*), gumbo limbo (*Bursera simaruba*), red mulberry (*Morus rubra*), strangler fig (*Ficus aurea*), hemp vine (*Mikania scandens*) and Virginia creeper (*Parthenocissus quinquefolia*).

This grant proposal is a request to help fund the restoration and enhancement of two management units within Caloosahatchee Creeks Preserve. A total of \$25,000 is being requested to pay for the maritime hammock plantings. The County will provide labor and \$72,150 as a match to enhance the shoreline by removing Brazilian pepper from 1.5 miles of shoreline.

A. Restoration of upland spoil

The existing spoil, which was dredged from the Caloosahatchee River and placed on the site, and the proximity to the river make the site conducive for a maritime hammock community; similar to what grows on middens. Plants representative of this community (red mulberry, gumbo limbo, cabbage palms, strangler fig, etc.) already occur sporadically in management unit 108-2. Revegetation will consist of the creation of one acre "seed source islands" within the 100 acres of upland spoil throughout the two management units. Fifteen overstory plants and 45 midstory plants will be planted in each "island". This planting plan will provide community benefits in small areas that will seed outward into the remaining spoil over time. This planting scenario allows more of the overall management unit to be planted with maritime hammock vegetation and allow for seed dispersal over a greater area than would a single contiguous planting area. Understory plants and additional plantings between islands, allowing more rapid revegetation, will be installed if additional funding becomes available.

Plants will be purchased, installed, and watered by a contractor selected by County staff. Canopy trees will be at least 7 gallon pots (~ 9' high) and midstory plants will be at least 3 gallon (~5' high) in size to avoid being over taken by weeds. Plants will be installed just prior to the onset of rainy season to take advantage of the rain. The contractor will be responsible for providing supplemental water until the rains occur on a regular basis. Plant availability varies, so final plant selection will be determined just prior to installation. All plants will be Florida Grade A (Florida Fancy in quality) and appropriate for a maritime hammock. Overstory plants included in the replanting efforts may include live oak (*Quercus virginiana*), cabbage palms, gumbo limbo, strangler fig and sea grape (*Coccoloba uvifera*). Midstory plants may include mastic (*Sideroxylon foetidissimum*), red cedar (*Juniperus virginiana*), hackberry (*Celtis laevigata*), coral bean (*Erythrina herabcea*), marlberry (*Ardisia escallonioides*), white stopper (*Eugenia axillaris*), hog plum (*Ximenia americana*), wild lime (*Zanthoxylum fagara*), wild olive (*Osmanthus americana*), Florida bully (*Sideroxylon reclinatum*), red mulberry, green buttonwood (*Conocarpus erectus*), myrsine (*Rapanea punctata*), wax myrtle (*Myrica cerifera*), saw palmetto (*Serenoa repens*), beautyberry (*Callicarpa americana*) and Florida privet (*Foresteria segregate*).

B. Shoreline enhancement

The second portion of the project involves removal of the remaining fringe of Brazilian pepper along the Caloosahatchee River. The pepper will be cut by a contractor and then treated with an appropriate herbicide. The vegetation debris will be pulled on to the site and piled and burned away from the restoration area. This cut stump methodology will provide bank stabilization since the roots will not be removed. Red mangroves (*Rizophora mangle*) already occur on the shoreline and will recruit naturally once the Brazilian pepper has been removed.

Nonindigenous invasive plant species will be treated on an annual basis throughout the two management units.

Project Benefits to Coastal Ecosystems

Once the plants are established and reach maturity, the maritime hammock will provide wildlife habitat that was previously lacking on this site. Maritime hammock, as described by the Florida Natural Areas Inventory, is a globally imperiled community (FNAI 1990). While maritime hammock does not generally occur this far inland, the dredge spoil and the proximity to the Caloosahatchee River make this restoration plan feasible and will offset some of the losses of this community closer to the coast. Maritime hammocks provide an important food source and shelter for neotropical migrants and other wildlife species. Planting the spoil is necessary since there are few upland plants on the spoil to provide a seed source for natural recruitment and to prevent invasion by nonindigenous plants.

The Brazilian pepper removal along the shoreline of the Caloosahatchee River will improve the habitat for wildlife including state and federally listed wading birds, shorebirds, alligators (*Alligator mississippiensis*), and West Indian manatees (*Trichechus manatus latirostris*) who often forage on plants along the edge of water bodies. Woodstorks (*Mycteria americana*) and other wading and shorebirds frequently utilize wetlands located on the preserve and will benefit from habitat restoration.

Contributing Partners

Partners for this maritime hammock creation will include the United States Fish and Wildlife Service (financial), Lee County Conservation 20/20 (staff time, equipment, financial and contractor selection). The matching funding for this grant will consist of money provided by Lee County Conservation 20/20 which will fund the Brazilian pepper removal along the shoreline.

Project Costs

The table below estimates project costs of the restoration of the upland spoil and removal of the Brazilian pepper. Cost estimates for plants are based on average costs of plants at this time. Individual plant costs will vary by species. A detailed cost for each plant is not provided here as the cost and availability may differ when the plants are purchased.

Cost Category	USFWS Coastal Program Proposal Request	Lee County Conservation 20/20
300 overstory trees (7 gallon)	\$ 6,000	
900 midstory shrubs (3 gallon)	\$ 5,400	
Installation and watering (contractor)	\$13,600	
Brazilian pepper removal (contractor)		\$72,150
<u>Lee County Parks and Recreation Land Stewardship Staff Time</u>		
Field work		\$2,704.80
Contractor management		\$ 103.60
Reporting		\$ 117.60
	\$25,000	\$75,076

Total Staff Time (salary plus benefits)

(32 hours for 1 senior program specialist, 1 coordinator, and 1 senior supervisor (quarterly field work removing weeds from the planted “islands”), 4 additional hours for 1 coordinator (contractor management), 4 hours for 1 certified arborist (manager) and 4 additional hours for senior supervisor (reporting). Pay grades are based on the midrange of the weighted salaries and are as follows:

- Senior program specialist: \$23.10/hr x 32 hours = \$ 739.20
 - Coordinator: \$25.90/hr x 36 hours= \$ 932.40
 - Senior supervisor: \$29.40/hr x 36 hours= \$1058.40
 - Manager \$49.00/hr x 4 hours= \$ 196.00
- \$2926.00

Statement of Products

Approximately twenty of the 100 acres (20%) of upland spoil will be planted with plants typical of a maritime hammock community, a globally imperiled community. Each one acre “island” will contain fifteen overstory trees and 45 midstory trees. Additional maritime hammock “islands” will be planted if additional funding can be secured. Brazilian pepper will be removed from approximately 1.5 miles of shoreline. Invasive exotic vegetation will be treated from the restoration areas on an annual basis.

Time Frame

The Brazilian pepper fringe along the Caloosahatchee River will be removed in 2006 or the dry season of 2007. Roots will be left in place to stabilize the shoreline. The Brazilian pepper stumps will be treated with an appropriate herbicide. If this grant request is funded, maritime hammock "islands" will be installed in May or June of 2007. The date will coincide with the start of the rainy season. Plants will be installed over a one month time frame and will be given supplemental water if needed. Plants will be monitored by the contractor until established. After establishment, plants will be monitored quarterly and incidental wildlife utilization will be reported. An annual report will be provided to the United States Fish and Wildlife Service for the first five years and then by request.

Actions to Date

To date, over \$298,185 has been spent removing nonindigenous invasive plant species from management units 108-1 and 2. Approximately half of the money has been through grant awards including money from the South Florida Water Management District (\$139,920) and the United States Fish and Wildlife Service (\$10,000). The remaining \$148,265 came from the Lee County Conservation 20/20 budget.

Literature Cited

Florida Natural Areas Inventory and Florida Department of Natural Resources. 1990. Guide to the Natural Communities of Florida. Tallahassee, FL. 111 pages.

Figure 1: 2002 Aerial Photograph



Caloosahatchee Creeks Preserve



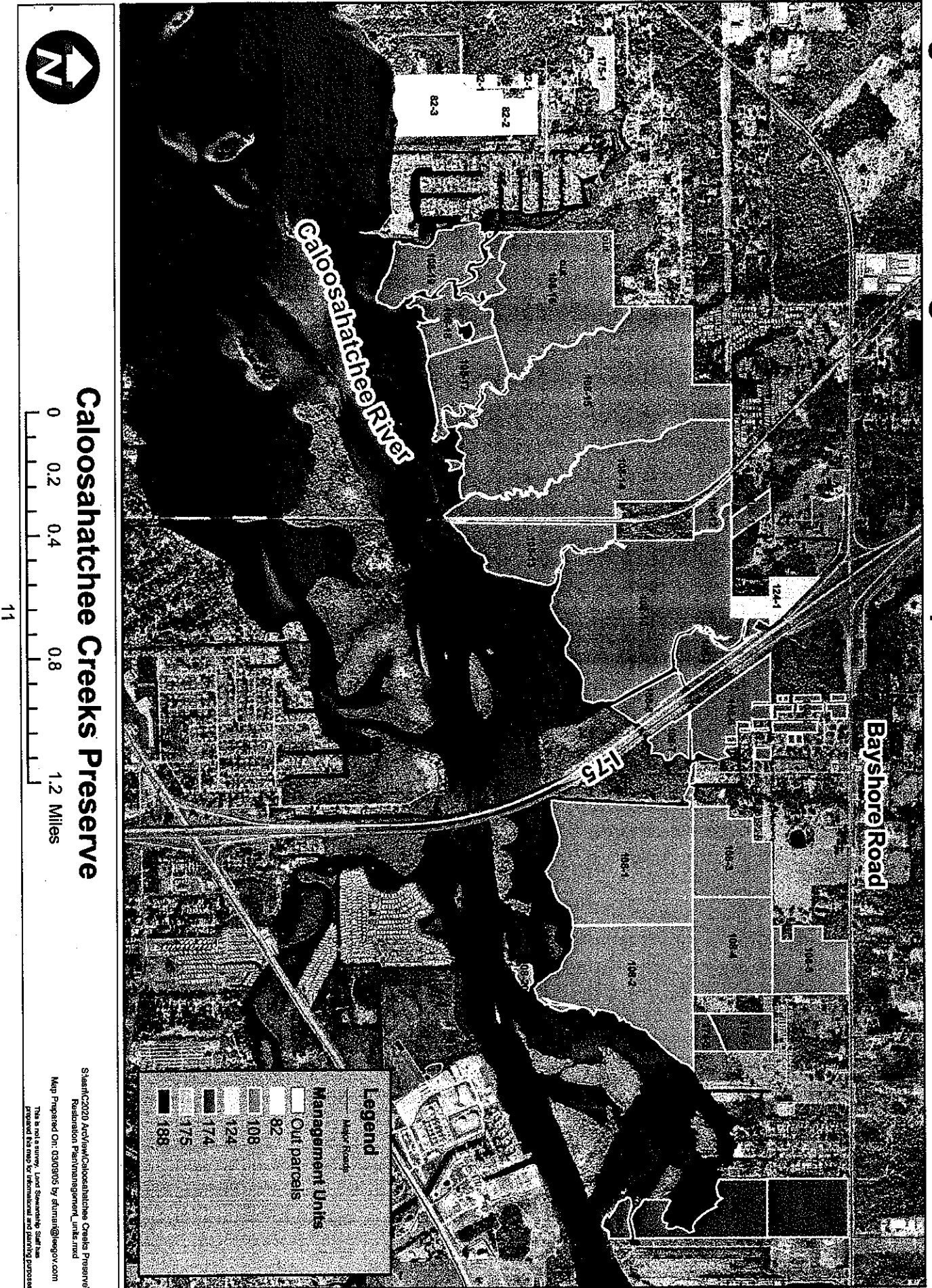
Legend	
[Symbol]	Boundary 225
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[Symbol]	Boundary 175
[Symbol]	Boundary 174
[Symbol]	Boundary 124
[Symbol]	Boundary 108
[Symbol]	Easements
[Symbol]	Outparcels
[Symbol]	Seminole Gulf R/R
[Symbol]	SFWMD

State/C2020 ArcView/Caloosahatchee Creeks Preserve
 2002 aerial_for_grant.mxd
 Map Prepared On: 08/22/05 by sturner@leegov.com
 This is not a survey. Land ownership and boundaries are not shown. This map is for informational and planning purposes.

Figure 2: Caloosahatchee Creeks Preserve and Other Conservation Lands



Figure 3: Management Units Map



Caloosahatchee Creeks Preserve

0 0.2 0.4 0.8 1.2 Miles



Legend

Major Roads

Management Units

- 82
- 108
- 124
- 174
- 175
- 183

Out parcels

ShawnC020 ArchViewCaloosahatchee Creeks Preserve
 Restoration Planmanagement_units.mxd
 Map Prepared On: 03/09/05 by skumar@leagov.com
 This is not a survey. Lant Swearingin Staff has
 provided this map for informational and planning purposes.

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 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

Tammara Hall, Chairwoman, Lee County Board of County Commissioners

TYPED NAME AND TITLE

DATE