

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

**Blue Sheet No. 20041126**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** 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 restore and enhance wildlife habitat on a 103-acre portion of San Carlos Bay-Bunche Beach Preserve. Approve Budget Amendment Resolution, CR

**WHY ACTION IS NECESSARY:** To accept funds from the Partners for Fish and Wildlife Program to control the invasive and exotic species at the San Carlos Bay-Bunche Beach Preserve.

**WHAT ACTION ACCOMPLISHES:** This agreement will enable Lee County to receive \$25,000 on a reimbursement basis for mangrove forest and salt marsh habitat restoration benefiting wading and migratory birds, bald eagles, and wood storks t the San Carlos Bay-Bunche Beach Preserve. Completion of this project will create a healthy habitat with a naturally diverse area visually more pleasing for the neighbors.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT # 3**

*C11B*

**3. MEETING DATE:**

*09-14-2004*

**4. AGENDA:**

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

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

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

**6. REQUESTOR OF INFORMATION:**

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

BY: John Yarbrough

*John Yarbrough*

**7. BACKGROUND:**

The Department of Parks and Recreation has applied for the Partners for Fish and Wildlife Program grant to the United States Fish and Wildlife Service. This grant was approved on August 9, 2004. This project is committed to the control of invasive exotics plants and keeping these species at maintenance level to enhance natural habitat. Completion of this project will create a healthy habitat with a naturally diverse area visually more pleasing for the neighbors.

Funds will be made available in revenue account #11076630105.331390.9001 and #11076630105.503490 Federal grant-Partners for Wildlife San Carlos-Bunche Beach Preserve-Conservation 2020-Other Contracted Services

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

*CCM*

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY 8/31/04</i>	<i>N/A</i>	<i>N/A</i>		<i>KLB 8/31/04</i>	<i>QA 9/1/04</i>	<i>COM 9/1/04</i>	<i>Risk 9/1/04</i>	<i>GC 9/1/04</i>	<i>15 9/1/04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>8/31/04</i>
Time: <i>11:37</i>
Forwarded To: <i>8/31/04 Co. Admin</i>

RECEIVED BY COUNTY ADMIN: <i>ew</i>
<i>8/31/04</i>
<i>3:30 PM</i>
COUNTY ADMIN FORWARDED TO: <i>R</i>
<i>9/1/04</i>
<i>4:30 AM</i>

# 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 2003-2004.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the 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		\$27,382,148
11076630105.331390.9001	Parks & Rec-21 <sup>st</sup> Partners for Wildlife San Carlos- Bunchee Beach Preserve	\$ 25,000
Amended Total Estimated Revenues		\$27,407,148

## APPROPRIATIONS

Prior Total:		\$27,382,148
Additions		
11076630105.503490	Other Contracted Services	\$ 25,000
Amended Total Appropriations		\$27,407,148

**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 \_\_\_\_\_, 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 #): 110766
- 2. Title of Grant: Partners for Wildlife – San Carlos-Bunche Beach Preserve
- 3. Amount of Award: \$25,000
- 4. Amount of Match Required: \$0
- 5. Type of Match: n/a  
(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: 1448-40181-04-G

8. Contract Period:	Begin Date: 09/15/2004	End Date: 09/14/2014
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9. Name of Subrecipient(s) n/a

10. Business Unit(s): 11076630105.503490

11. Scope of Grant: (describe project). To restore and enhance wildlife habitat on a 103 acre portion of San Carlos Bay-Bunche Beach Preserve.
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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 <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. 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 34114

**SOURCE OF FUNDS**

**1. Original Funding**

Source: US Fish and Wildlife

(name of agency where funding originated from)

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

(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

(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:**

FWS Agreement No: 1448-40181-04-G-  
Charge Code: 41545-1121-04HR (FY 04)  
Amount Obligated: \$25,000.00  
Cooperator TIN: 59-6000702  
Cooperator DUNS No.: 13-670-9191

## WILDLIFE COOPERATIVE EXTENSION AGREEMENT

This cooperative agreement between **(Lee County Board of County Commissioners )** ("the Cooperator(s)"), and the U.S. Fish and Wildlife Service, ("the Service"), is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c and the Fish and Wildlife Act of 1956 16 U.S.C. 742a-j. The Service and the Cooperator(s) agree to carry out certain fish and wildlife habitat practices and developments on approximately **(103 acres)** of land owned by the Cooperators as described in the Project Plan (Exhibit A). Exhibit A is hereby incorporated and made a part of this agreement.

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

1. To perform the work in accordance with the Project Plan. The Cooperator(s) may do the work themselves, or hire a contractor. The Cooperator(s) may submit an invoice (with supporting receipts attached) to the Service for any portion of the work when completed, or the Cooperator(s) may present an invoice for the entire Federal share upon completion of all work. All invoices should reference the agreement number. The Cooperator(s) shall be reimbursed for actual and reasonable costs not exceeding the amount obligated by this agreement.
2. To assume responsibility for securing any permits needed to carry out this project.
3. To allow the habitat developments as described in the Project Plan to remain in place without interference for a period of **10** years from **09/15/2004 to 09/14/2014**
4. To allow the Service or its representatives reasonable access to the described property for the period of this agreement in order to make the agreed developments or to make periodic inspections of the developments.
5. To notify the Service's Project Manager in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.

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

This agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other parties. However, if the Cooperator(s) terminates the agreement before its expiration, or if the Cooperator(s) should materially default on these commitments, then Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat developments placed on the land through this agreement. For these purposes, the total cost of the developments to the United States are agreed to be **\$25,000.00**

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

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

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

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

**COOPERATOR(S)**

1. \_\_\_\_\_  
 (Signature) Owner  
 \_\_\_\_\_  
 (Typed name)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address), 20 \_\_\_\_\_

2. \_\_\_\_\_  
 (Signature) Owner  
 \_\_\_\_\_  
 (Typed name)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address), 20 \_\_\_\_\_  
 \_\_\_\_\_  
 (Typed name)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address), 20 \_\_\_\_\_

**U.S. FISH AND WILDLIFE SERVICE**

*Layne L. Hamilton*  
 \_\_\_\_\_  
 (Signature)  
 Layne L. Hamilton , \_\_\_\_\_  
 Project Manager  
 \_\_\_\_\_  
 AUG 9 , 20 04

Tel. (239) 353-8442 \_\_\_\_\_  
 \_\_\_\_\_ (Regional option:)

\_\_\_\_\_  
 (Signature)  
 Warrant # \_\_\_\_\_  
 \_\_\_\_\_  
 (Typed name) Contracting Officer  
 Tel. ( ) \_\_\_\_\_

**EXHIBITS:**

- A. Project Plan
- B. Instructions for Submitting and Processing Claims for Payment

## EXHIBIT A

### Project Plan

**PROJECT NAME:** Bunch Beach Preserve – Invasive exotic vegetation control

**LANDOWNER/COOPERATOR:**

Lee County, Department of Parks and Recreation  
3410 Palm Beach Blvd  
Fort Myers, Florida 33916  
(239)461-4700

**LANDOWNER CONTACT:**

Anik Smith, Land Stewardship Supervisor, Conservation 20/20 Program  
Lee County Parks and Recreation  
3410 Palm Beach Blvd., Fort Myers, Florida 33916  
(239)461-7455  
smitha@leegov.com

**PARTNERS FOR FISH AND WILDLIFE SERVICE CONTACT:**

Kathy O'Reilly-Doyle  
Private Lands Biologist  
U.S. Fish and Wildlife Service  
3860 Tollgate Blvd, Suite 300  
Naples, FL 34114  
(239)353-8442 ext 232  
(239)353-8640  
e-mail: [Kathy\\_O'Reilly-Doyle@fws.gov](mailto:Kathy_O'Reilly-Doyle@fws.gov)

**PROJECT LOCATION (State, County, Township, Range, Section, Ecosystem, with map):**  
Florida, Lee County, Sections 11-14, Township 46 South, Range 23 East (See Attached map)

**Relationship to nearest National Wildlife Refuge, State Management Area, National Forest, Wetland Reserve Program Easement, Other Easement or otherwise protected area:**

The San Carlos Bay – Bunche Beach Preserve is 5 miles from the J.N. "Ding" Darling National Wildlife Refuge. This County owned preserve is within the proposed boundary expansion for the Matlacha Pass National Wildlife Refuge system.

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

As part of the Land Stewardship Plan for the San Carlos Bay – Bunche Beach Preserve Lee County Parks and Recreation is committed to eradicating at least Category I and Category II exotic plants (Florida Exotic Pest Plant Council List of Invasive Species) from the Preserve, and keeping these species at a maintenance level.

The Preserve has been divided into management units for efficient management of the entire Preserve. In this proposal Parks and Recreation is requesting grant funds only for Management Unit 2 of the Preserve. This unit is

103 acres in size and consists mainly of saltern and mangrove forest habitats. The saltern areas have been invaded with melaleuca where most likely soil disturbances occurred in the past. The soils of the saltern area, being wetland soils, are too sensitive to bring in machinery for mechanical clearing or even to bring in a chipper for chipping the biomass that will be cut down. As a result, all melaleuca stems that are cut down will be piled in relatively small log cabin style piles and left to decompose, and meanwhile they will provide habitat for wildlife such as small mammals, reptiles and amphibians utilizing the Preserve. All stumps will be treated with an appropriate herbicide mix such as Garlon 3A at 15% or lower, unless a better mix is found between now and the time the work is conducted.

Within the mangrove forest area of Unit 2 there is an old mosquito ditch that crosses into the southern portion of the unit. When mosquito ditches were dug in the 1940's the spoil piles were left on either side of the ditches. These spoil piles are a safe haven for invasive exotic species to grow such as Brazilian pepper within a mangrove forest habitat. Each spoil pile along the portion of the ditch occurring inside the Preserve will be visited and all existing Brazilian pepper will receive a basal bark application of an appropriate herbicide mix such as Garlon 4 at 30% or lower, unless a better mix is found between now and the time the work is conducted. Other invasive exotic species may occur on these spoil mounds and they will be treated accordingly.

All work will be conducted during the winter dry season of 2004-2005 to avoid applying chemical when standing water could be present on this portion of the Preserve.

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

Lee County Parks and Recreation will be responsible for planning, conducting and contracting all treatments on the project site.

After the initial treatment, Lee County Parks and Recreation will monitor the project site on a six month schedule and treat or pull any re-sprouts or seedlings of all Category I and II invasive exotic species.

Through the Parks and Recreation website ([WWW.LEEPARKS.ORG](http://WWW.LEEPARKS.ORG)) staff will be providing information on individual preserves including current projects. This is certainly a project that we will be highlighting with before and after photos and information on why we conduct invasive exotic plant control and its overall benefits. In addition, Parks and Recreation is committed to providing at least 24 environmentally based educational programs at the Preserve each year and this type of project will be part of some of the field trips conducted to educate the general public on why we conduct invasive exotic plant control and its overall benefits.

The U.S. Fish and Wildlife Service will provide financial assistance for purchasing the herbicides and contracting services.



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

**Total Project Cost:           \$ 50,000.00**

**Service Costs:               \$25,000.00**

Materials                   \$ 0.00

Labor                        \$ 0.00

Other (specify)           \$ 25,000   Contract Services – manual removal & initial herbicide treatment

**Landowner Costs:       \$ 25,000.00**

Materials                   \$ 5,000.00   Herbicides, sprayers and JLB oil

Other                        \$ 18,000.00   Contract Services – manual removal of exotics

Labor                        \$ 2,000.00   Parks and Recreation Staff monitoring, re-treatment and supervision

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

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

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

## **EXHIBIT B**

### **Instructions for Submitting and Processing Claims for Payment**

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

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

**FINDINGS AND DETERMINATION TO SUPPORT HABITAT DEVELOPMENT ON PRIVATE LANDS**

**FINDINGS:**

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

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

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

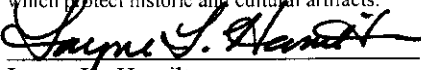
This project will restore the 103 acres of mangrove forest and salt marsh habitat by removing invasive exotics. This project should be beneficial to wading birds, neo-tropical migratory birds, bald eagle, and wood stork.

3. Estimated Costs of the Federal Contribution:

Employee Labor	\$
Materials	\$
Equipment Use	
Contracted Services	\$ 25,000
Overhead	\$
Funds granted to landowners	\$
<b>Total Est. Federal Cost</b>	<b>\$ 25,000</b>

**DETERMINATION:**

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



Layne L. Hamilton

Project Manager, U.S. Fish and Wildlife Service

Aug 9, 20 04

# Partners for Fish and Wildlife Grant 2003

## San Carlos Bay - Bunche Beach Preserve

