

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

Blue Sheet No. 20060265

1. ACTION REQUESTED/PURPOSE: Approve and execute "Contribution Agreement" with the U.S. Department of Agriculture, Natural Resources Conservation Service for the services of a County employee Program Manager and approve Budget Amendment for an amount not-to-exceed \$73,008.00.

2. WHAT ACTION ACCOMPLISHES: Provides funds for the Program Manager position in the Lee Soil and Water Conservation Program. Assists in bringing about conservation, development, and wise use of land, water, and related resources in Lee County.

3. MANAGEMENT RECOMMENDATION: Approve and execute "Contribution Agreement".

4. Departmental Category: // CIA		5. Meeting Date: 03-21-2006
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)	
	<input type="checkbox"/> Statute	<input type="checkbox"/>
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>
		8. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarbrough</u> <i>John Yarbrough</i>

9. Background:

The County and the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) have a common objective of helping to bring about the conservation, development and wise use of land, water and related resources. Lee County will provide the services of a Program Manager to the USDA-Natural Resources Conservation Service for the following: 1) Technical assistance for erosion control, irrigation water management, drainage, soils, engineering, agronomy and range for District Cooperators and 2) Provide technical support for NRCS field office operations. The U.S. Department of Agriculture, Natural Resources Conservation Service will provide the following: 1) Office space, phone, vehicle and equipment necessary to carry out duties; 2) Training as required, including travel expenses; 3) Services of soil scientists, engineers, technicians and other specialists as requested; and 4) Reimburse the County a not-to-exceed amount of \$73,008.00 for the period October 1, 2005 through September 30, 2006.

Revenues are budgeted in: 11083115500.331390.9003 and funds will be made available in: 11083115500.501210

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>3/7/06</i>				<i>3/7/06</i>	<i>3/9/06</i>	<i>3/9/06</i>	<i>3/9/06</i>	<i>3/8/06</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty

Date: 3/7/06

Time: 3:30pm

Forwarded To: Co. mgr.

3/7/06

RECEIVED BY
COUNTY ADMIN. *[Signature]*

3-7-06

9-53

COUNTY ADMIN

FORWARDED TO:

3/9/06

1145

with

RESOLUTION

Amending the MSTU Budget, Fund 15500 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 MSTU Budget, Fund 15500, for \$73,008 of the unanticipated revenue from Grant funding and an appropriation of a like amount for Grant expenditures and;

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

ESTIMATED REVENUES

Prior Total:
Additions \$ 97,051,869

11083115500.331390.9003 P&R- Other Physical Env.-Federal \$ 73,008

Amended Total Estimated Revenues \$ 97,124,877

APPROPRIATIONS

Prior Total:
Additions \$ 97,051,869

11083115500.501210 Salaries \$ 73,008

Amended Total Appropriations \$ 97,124,877

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the MSTU Budget, Fund 15500 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 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

CONTRIBUTION AGREEMENT

Between

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Authority: Public Law 74-46, 16 U.S.C. (590 a-f); 7 U.S.C. 6962(a)

THIS AGREEMENT, made and entered into this October 1, 2005 by and between the Lee County Board of County Commissioners (hereinafter called the "County") and the United States Department of Agriculture Natural Resources Conservation Service (hereinafter called the "Service").

The County and the Service have the common objective of helping to bring about the conservation, development, and wise use of land, water and related resources. Whereas the County and the Service desire to provide certain conservation assistance, programs, and benefits to the citizens; and, both parties have certain resources available to facilitate the provision of these services.

Therefore, the County and the Service deem it mutually advantageous to cooperate in this undertaking, and hereby agree as follows:

A. The County Agrees:

1. To provide approximately 60% of the resources necessary to address resource concerns to the USDA- Natural Resources Conservation Service for the following:
 - a. Technical assistance for erosion control, irrigation water management, drainage, soils, engineering, agronomy, and range for Soil and Water Conservation District Cooperators and others.
 - b. Provide technical support for NRCS field office operations including, but not limited to:

1. Entering and updating conservation plans into toolkits
 2. Developing NRCS acceptable GIS maps for all new conservation plans developed between 10/1/05-09/30/06.
 3. Entering all progress into NRCS's PRS.
 4. Entering all contracts into NRCS's Pro Track system
2. To bill the Service monthly for one twelfth the agreed annual total using form SF-270.
 3. Comply with the Attachment A, Special Provisions, which is hereby attached and made a part of this agreement.
 4. To cover all costs not reimbursed by this agreement.

B. The Service Agrees:

1. To reimburse the County monthly for actual expense in a total amount not to exceed \$73,008.00, approximately 40% of the cost for assistance described in A.1. upon receipt of a properly certified SF-270. This shall include advance of funds anticipated to be expended within thirty days. Actual pay status will be in accordance with Lee County Policies. This is the first year of a three (3) year agreement. This agreement will be affirmatively renewed next Service fiscal year for a specified time period and reimbursement amount and will be presented as part of the county budget process. Payment will be made by Electronic Fund Transfer (EFT) to:
Lee County Board of County Commissioners
2. To provide office space, phone, vehicle, and equipment necessary to carry out duties.
3. To provide training as necessary and travel expenses.
4. To provide the services of soil scientists, engineers, technicians, and other specialists as needed or requested.

C. It is mutually understood and agreed:

1. TERM. This agreement shall commence October 1, 2005 and shall conclude September 30, 2006.
2. AREA COVERED. Lee and Charlotte Counties, Florida.

3. HOURS OF WORK. Employee work hours will consist of the corresponding 5-4/9 plan of compressed work schedules – nine workdays per two week period (eight 9 hour days and one 8 hour day). This work plan best meets the needs of the clients, employees, and Service.
4. RENEWALS. This agreement will remain in force through September 30, 2006. It may be affirmatively renewed by a new agreement until the purposes of this agreement are complete, provided the Service share of the cost of these services does not exceed 50% of the annual total.
5. METHOD of PAYMENT. The Debt Collection Act of 1996, as amended, 31 U.S.C. 3332, requires Federal Agencies to convert from payments by check to Electronic Fund Transfer (EFT). Payment will be processed after receipt of a properly certified form SF-270. This shall include advanced payments of Service cost share anticipated to be incurred within thirty (30) days. These documents shall be sent to:

NATURAL RESOURCES CONSERVATION SERVICE
P.O. Box 141510
Gainesville, FL 32614-1510
Attn: Financial Management

6. INTENT TO COOPERATE. It is the intent of the Service and the County to fulfill their obligations under this agreement. However, commitments cannot be made beyond the period for which funds have been appropriated. In the event funds from which the Service or the County may fulfill their obligations are not appropriated, the agreement will automatically terminate. Reimbursement will then be for work completed that is otherwise eligible for reimbursement prior to the effective date of termination.
7. TERMINATION. This agreement may be terminated by either party giving a sixty (60) day advance written notice to the other party.
8. MODIFICATION. This agreement may be modified by amendment duly executed by authorized officials of the County and the Service, provided such modification does not extend this agreement beyond the close of the fiscal year in which the work is completed.
9. ADMINISTRATION. The Uniform Federal Assistance Regulations found in Title 7, Chapter XXX of the Code of Federal Regulations and Office of Management and Budget Circulars, that apply to grants and cooperative agreement, do not apply to contribution agreements; however, they may be referred to for the purpose of procedural administration of this agreement.

10. OFFICIALS NOT TO BENEFIT. No member of Congress or Resident Supervisor shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this shall not be construed to extend to this agreement if made with a corporation for its general benefit.
11. NON-DISCRIMINATION. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
12. DRUG-FREE WORKPLACE. Certification Regarding Drug-Free Work Place Requirements (Grants) For Alternative I – For Grantees Other Than Individuals, Form AD-1049, is attached and made a part of this agreement.
13. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the County or any member County. They also shall not assist County or any member County with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with County, or any member of the County, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

Employees of the recipient shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
14. Privacy of personal information relating to Natural Resources Conservation Service Programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107–171, 116 Stat. 235).

This Agreement was approved by the Lee County Board of County Commissioners on _____.

Lee County
Board of County
Commissioners

United States
Department of Agriculture
Natural Resources
Conservation Service

By: _____
Chairman

By: _____
State Conservationist

TAX ID Number _____

Reviewed: _____
Contracting Officer

ATTACHMENT A SPECIAL PROVISIONS
ATTACHMENT B BUDGET

ATTACHMENT A – SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATION
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

ATTACHMENT A – SPECIAL PROVISIONS

Lee County (hereinafter “recipient”) agrees to comply with the following special provisions which are hereby incorporated into this Agreement.

1. Drug Free Workplace

By signing this Agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Department of Agriculture Natural Resources Conservation Service (hereinafter “Service”), in addition to other remedies available to the Federal Government, may take action under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. §§ 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes;

Criminal drug statute means a Federal or State criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a recipient directly engaged in the performance of work for which the Service is providing funding, including (I) All direct charge employees; (ii) All indirect charge employees, unless their impact or involvement is insignificant to the work performed by the recipient; and (iii) Temporary personnel and consultants who are directly engaged in the work performed by the recipient and who are on the recipient’s payroll. This definition does not include workers not on the payroll of the recipient (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not the recipient’s payroll, or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION.

- A. The recipient certifies that it has or will continue 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 recipient’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 danger of drug abuse in the workplace;

- (2) The recipient'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 Program 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 by the recipient, the employee will:
- (1) Abide by the terms of the statement; and
 - (2) Notify the recipient 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 Service in writing, within ten calendar days after receiving notice under paragraph (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 Service officer or other designee on whose recipient activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of the recipient.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (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) through (f).
- (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with the Program described in this Agreement.

II. Certification Regarding Lobbying (7 C.F.R. § 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, and officer or employee of Congress, or 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 recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions, (7 C.F.R. § 3017)

- (1) The recipient 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 from covered transactions 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 awards, making false statements, or receiving stolen property;
 - (c) Are not presently indicted 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 cooperative agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this Agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this Agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____ listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this Agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating any facility which he/she proposes to use for the performance of the agreement under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, an all regulations and guidelines issued thereunder before the signing of this Agreement by the Service.
- (2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date

when this Agreement was signed by the Service unless and until the EPA removes the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities at which the work under this Agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. § 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. § 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).

(5) The term "compliance" means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by a recipient, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

V. Assurance and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 C.F.R. §§ 3015, 3016, 3017, 3018, 3019 and 3052, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

V. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, papers, or documents related to this Agreement under the procedures set forth under Section (C)(8) of the Agreement. Retain all records related to this Agreement for a period of three years after the completion of the terms of this Agreement in accordance with the applicable OMB Circular.

Attachment B

BUDGET ESTIMATE

	LEE COUNTY	NRCS
SALARIES	29,756	73,008
BENEFITS	43,684	
TRAVEL	3,000	
OFFICE SPACE	0	
SUPPLIES	600	
PROGRAM INCOME	0	
CONTRACTING	27,500	
EQUIPMENT	200	
OTHER	2,998	
NONE CASH	0	
TOTAL	107,738	73,008