

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: Manatee County		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000727		*c. Organizational DUNS: 077594810
d. Address:		
*Street 1: <u>1112 Manatee Ave W.</u>		
Street 2: _____		
*City: <u>Bradenton</u>		
County: <u>Manatee</u>		
*State: <u>FL</u>		
Province: _____		
*Country: <u>USA</u>		
*Zip / Postal Code <u>34205</u>		
e. Organizational Unit:		
Department Name: Natural Resources		Division Name: Natural Resources
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <u>Ms.</u>		*First Name: <u>Maggie</u>
Middle Name: _____		
*Last Name: <u>Marr</u>		
Suffix: _____		
Title: <u>Grants Coordinator</u>		
Organizational Affiliation: Manatee County Government		
*Telephone Number: 941-745-3735		Fax Number: 941-742-5826
*Email: <u>maggiemarr@mymanatee.org</u>		

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

B.County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

B.County Government

*Other (Specify)

***10 Name of Federal Agency:**

US Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.717 _____

CFDA Title:

Source Reduction Assistance _____

***12 Funding Opportunity Number:**

EPA-HQ-OPPT-2010-02 _____

*Title:

Source Reduction Assistance _____

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Manatee County. FL

***15. Descriptive Title of Applicant's Project:**

Duette Preserve Pollution Reducing Reforestation: Removal of 400 head of cattle from Duette Preserve (22,500 acres) and planting 650,000 Longleaf South Florida Slash Pine trees over 800 acres beginning the conversion from improved pasture to restored indigenous Florida habitat.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: 13

*b. Program/Project: 13

17. Proposed Project:

*a. Start Date: 10/01/2010

*b. End Date: 10/01/2011

18. Estimated Funding (\$):

*a. Federal	_____	85,000
*b. Applicant	_____	13,352
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	103,352

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. _____ *First Name: Ed _____
Middle Name: _____
*Last Name: Hunzeker _____
Suffix: _____

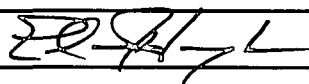
*Title: County Administrator

*Telephone Number: 941-745-3798

Fax Number: 941-745-3760

* Email: ed.hunzeker@mymanatee.org

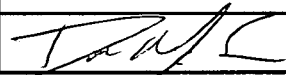
*Signature of Authorized Representative:



*Date Signed:

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Pollution Reducing Reforestation Grant for Duette Preserve	TYPE AGENDA ITEM	Consent
DATE REQUESTED	January 26, 2010	DATE SUBMITTED/REVISED	January 19, 2010
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Potential Loss of Funding
DEPARTMENT/DIVISION	Natural Resources Department	AUTHORIZED BY TITLE	Charlie Hunsicker, Director
CONTACT PERSON TELEPHONE/EXTENSION	Keith Bettcher, Division Manager ext. 4610	PRESENTER/TITLE TELEPHONE/EXTENSION	Charlie Hunsicker, Director ext. 3727
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization for County Administrator to submit an application to US Environmental Protection Agency (USEPA) in the amount of \$103,352 (EPA \$85,000; County \$18,352) for reforestation project on Duette Preserve.

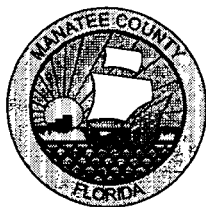
ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

BACKGROUND/DISCUSSION

- Manatee County is requesting \$85,000 from the United States Environmental Protection Agency to plant 650,000 longleaf and South Florida slash pine trees at Duette Preserve. The focus of this project, to be funded through a grant from the Source Reduction Assistance Program, will reduce greenhouse gases and begin the restoration of an 800 acre improved pasture, which is adjacent to the Wingate Creek Phosphate Mine owned and operated by Mosaic.
- Initial phase of restoration of improved pasture formally occupied by the Sheriff's Office cattle operation was identified in the Natural Resources Department's FY2010 goals.
- County match to come from Tree Trust Fund monies.

COUNTY ATTORNEY REVIEW		APPROVED IN OPEN SESSION JAN 26 2010 BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA
Check appropriate box		
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)	
<input checked="" type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)	
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)	
<input type="checkbox"/>	OTHER	

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS: <i>MH 1/26/10</i>	
Application		Return executed application page to Maggie Marr, ext. 3735, for transmittal to EPA	
COST:	EPA \$85,000 County \$18,352	SOURCE (ACCT # & NAME):	Tree Trust Fund 1410990003
COMMENTS:	None	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A



MANATEE COUNTY FLORIDA

FY 2010 Source Reduction Assistance Grant Program
EPA-HQ-OPPT-2010-02

Title: Duette Preserve Pollution Reducing Reforestation

Description: Removal of 400 head of cattle from Duette Preserve (22,500 acres) and planting 650,000 Longleaf South Florida Slash Pine trees over 800 acres beginning the conversion from improved pasture to restored indigenous Florida habitat.

Funding:

Total Project Funding: \$ 103,352
Requested Funding: \$ 85,000

Contact Information.

Submission of Application:

Maggie Marr
Financial Management
1112 Manatee Ave. W
Bradenton, FL 34205
(T) 941-745-3735
(F) 941-742-5826
Maggie.marr@mymanatee.org

Implementation:

Keith Bettcher
Natural Resources
415 10th Street W.
Bradenton, FL 34205
(T) 941-745-3723
(F) 941-741-3227
keith.bettcher@mymanatee.org

Board of County Commissioners

Mailing Address: P.O. Box 1000 * Street Address: 1112 Manatee Avenue West, Bradenton, FL 34206

PHONE: 941.745.3700 * FAX: 941.745.3790

www.mymanatee.org

Manatee County

Duette Preserve Pollution Reducing Reforestation

Project Narrative:

This project involves removing 400 head of cattle from the project area, planting 650,000 Longleaf and South Florida Slash Pine trees over 800 acres beginning the conversion from improved pasture to restored indigenous Florida habitat which is adjacent to a 2000 acre dredge phosphate mine operation. The Project Budget is \$103,358.90. Manatee County is requesting \$85,000.000 from the SRAG Program. Manatee County will provide 18 percent (\$18,358.90) of the total project cost.

Programmatic Capability - Duette Preserve is a 22,500 acres watershed conservation area in eastern Manatee County. The original acquisition goal was to protect Manatee County's drinking water supply from impacts of phosphate mining. Habitat and wildlife management activities on the property began in the early 1980's. In 2000, Manatee County began implementing adaptive and large scale management practices that to date have included: prescribed fire over the entire property mimicking natural fire return intervals; a scrub habitat restoration over 4,500 acres involving canopy reduction, prescribed fire and monitoring for plant diversity and the endangered Florida Scrub jay; a selective timber harvest in the pine flatwoods habitat to restore historic Longleaf Pine density over nearly 1,200 acres; planted over 1.1 million Longleaf and South Florida Slash Pines since 2002 which reforested nearly 3,500 acres; and we are currently working on design and permitting for a hydrologic restoration which will entail back-filling nearly 30 linear miles of agriculture ditches.

Manatee County does not currently directly participate in the National Pollution Prevention Results Data System. It does however have an approved monitoring program for the Phase I, MS4 Permit to comply with required pollutant control measures for outfalls into the Tampa Bay National Estuary and the Sarasota Bay National Estuary. It is also under contract with the State of Florida to monitor and report on Small Quantity Pollution Generators (SQG) and to monitor and inspect activities related to Pollutant Storage Tanks (PST) in Manatee County. The results of the SQG and PST programs are reported to the State of Florida.

The Manatee County Natural Resources Department manages roughly 30,000 acres of county and state-owned conservation land. Utilizing County staff and private environmental consults the program has successfully restored over 10,000 acres of coastal and inland habitat to an exotic control and prescribed fire maintenance level. The program has achieved a 70 - 80% survival rate in our re-vegetation efforts and an 80 - 90% survival rate in our reforestation efforts. The program's "right plant, right place" focus utilizes historic survey data, soil surveys, field observation and natural recruitment in areas identified and in need of restoration.

Past Performance and Reporting History - In 2001, Manatee County partnered with the Florida Department Environmental Protection to receive United States Environmental Protection Agency

funding for the Headwaters at Duette Hydrologic Restoration which restored the hydroperiod in wetlands over a 2250 acre parcel. The United States Fish and Wildlife Service entered into four Cooperative Agreements with Manatee County in the past three years. (attached) The projects are identified as Robinson Preserve, Neal Preserve, Bennett Park and Ungarelli Preserve. While the projects range in size from 13 to 485 acres, the scope and relevance of these projects are similar. All involve habitat restoration and/or re-creation of impacted lands which improve surface water run-off, filter air and water borne pollutants, create preserve open green space and increase opportunities for wildlife to establish and forage. In 1999, Manatee County received a Five Star Restoration Site Project Awards from the United States Environmental Protection Agency for the Emerson Point Environmental Restoration. In 2000, it received a First Place "Future of the Region" Award from the Tampa Bay Regional Planning Council for this project. Manatee County received another First Place "Future of the Region" Award in 2009 for the Robinson Preserve Restoration Project.

Manatee County has received many local, state and federal grants and authorized cooperatively funded projects for acquisition and restoration of green space and wildlife habitat. It has received many accolades from grantors and partners for their habitat restoration/enhancement projects. It has consistently proven it can operate within the project budget, meet completion and reporting deadlines. Manatee County continually fulfills grantor and internal monitoring requirements to gauge the success of each project. As needed, it timely relays the required reports to grantors or cooperators. Grantors and cooperators have included: United States Environmental Protection Agency, United States Fish and Wildlife Service, Florida Communities Trust (Preservation 2000 and Florida Forever), Florida Fish and Wildlife Commission, Florida Department of Environmental Protection, Florida Division of Forestry, Southwest Florida Water Management District, Tampa Bay National Estuary Program, Sarasota Bay National Estuary Program, and Charlotte Harbor National Estuary Program.

Threshold Program Requirements –

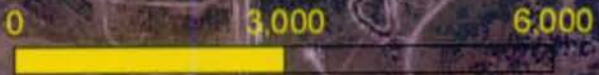
- 1) This Project falls within Resource Conservation (I.B.2.b.). This project involves removing 400 head of cattle from the project area, planting 650,000 Longleaf and South Florida Slash Pine trees over 800 acres beginning the conversion from improved pasture to restored indigenous Florida habitat, adjacent to a 2000 acre dredge phosphate mine operation.
- 2) This Project will be completed within the 2 year requirement.
- 3) This Project aligns with the EPA's P2 Program Strategic targets related to carbon offset.
- 4) This Project addresses Region 4 Priorities related to eco tourism, green house gas emissions and water conservation.
- 5) Duette Preserve is located in Region 4.
- 6) Manatee County is a political sub-division of the State of Florida. Manatee County will not utilize the services ACORN, any of its affiliates, its allied organizations or subcontractors.

Alignment with EPA's Environmental Results Policy – Manatee County will be able to provide outcome measure estimates for carbon dioxide equivalent reduced and gallons of water saved. Manatee County will be able to produce output measures that include: 1) number of stakeholder groups involved in the process 2) number of assistance visits 3) number of workshops, trainings, courses conducted and 4) the number of fact sheets developed and distributed.

Work Plan Measurement Elements - a) To be determined. b) Data collection will be researched. Estimates for the targets will be provided based on current research and discovery of targets. c) To be determined. d) Measures and reporting activities will be done in-house or associated costs will be absorbed into the matching funds. e) A project timeline which includes data collection and evaluation activities will be developed once funding is secured.



Feet
0 3,000 6,000



Cost per acre to plant LL and SF Slash Pine

Unit	Acres	Trees (875 per acre)	Plant (875 per acre)	Trees (per unit)
		\$80.00	\$65	
P14	87.47	\$6,997.60	\$5,685.55	76,536
P16	2.42	\$193.60	\$157.30	2,118
P17	21.55	\$1,724.00	\$1,400.75	18,856
P18	105.01	\$8,400.80	\$6,825.65	91,884
P20	2.87	\$229.60	\$186.55	2,511
P21	145.28	\$11,622.40	\$9,443.20	127,120
P22	348.22	\$27,857.60	\$22,634.30	304,693
Totals	712.82	\$57,025.60	\$46,333.30	623,718
Total Project Cost				\$103,358.90
EPA SRAG Funds				\$85,000.00
Manatee County				\$18,358.90



KEY CONTACTS FORM

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Ed Hunzeker
 Title: County Administrator
 Complete Address: 1112 Manatee Ave. W.
Bradenton, FL 34205
 Phone Number: 941-745-3798

Payee: *Individual authorized to accept payments.*

Name: Judy Moree
 Title: Grants Accountant
 Mail Address: 1115 Manatee Ave. W., Bradenton
 Phone Number: 941-749-1800 ext 6193

Administrative Contact: *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc.)*

Name: Maggie Marr
 Title: Grants Coordinator
 Mailing Address: 1112 Manatee Ave. W., Bradenton, FL 34205
 Phone Number: 941-745-3735
 FAX Number: 941-742-5826
 E-Mail Address: maggie.marr@mymanatee.org

Principal Investigator: *Individual responsible for the technical completion of the proposed work.*

Name: Keith Bettcher
 Title: Natural Resources Division Manager
 Mailing Address: 415 10th Street W., Bradenton, FL 34205
 Phone Number: 941-745-3732
 FAX Number: 941-741-3227
 E-Mail Address: keith.bettcher@mymanatee.org
 Web URL: www.mymanatee.org



111 South Orange Avenue, Suite 200W, Sarasota, Florida 34236 • tel: 941.955.8085 • fax: 941.955.8081
www.sarasotabay.org

January 19, 2010

To Whom It May Concern:

I am pleased to write this letter on behalf of the Manatee County Natural Resources Department in support of their application to the EPA Source Reduction Assistance Grant Program. As I understand it, the program funds environmental projects that reduce or eliminate pollution at the source, including projects that encourage greenhouse gas reduction and resource conservation. I believe that the Manatee County grant will effectively address both these important issues.

The Manatee County project proposes to eliminate cattle grazing from 700 acres within the Duette Preserve, and restore forested habitat by planting longleaf and slash pine trees. This property is immediately adjacent to former phosphate mining lands.

Since the Sarasota Bay Estuary Program began in 1988, more than \$600 million has been invested by Bay partners- including Manatee County- to restore Sarasota Bay and its watershed. The funds have supported a wide variety of pollution control, land acquisition and management, and wetland restoration projects to clean up the Bay and restore its vital resources. Nitrogen pollution to the Bay has been cut in half and bacteria levels in streams within the watershed are decreasing as pollution control programs become fully implemented. Improvements as proposed by Manatee County, which will address forestry restoration and pollutant source removal, will directly benefit the immediate watershed by reducing additional nitrogen loads that ultimately make it to the Bay.

I believe that the habitat improvements Manatee County proposes will provide multiple benefits to the Sarasota Bay watershed and as such, I hope you will support their efforts.

Respectfully,

Jay R. Leverone, Ph.D.
Sr. Environmental Scientist
Sarasota Bay Estuary Program
111 S. Orange Avenue, Suite 200W
Sarasota, FL 34236

Board of Directors

City of Sarasota
City of Bradenton
Sarasota County
Manatee County
Town of Longboat Key
Southwest Florida Water Management District
Florida Department of Environmental Protection

Federal Partners

U.S. Fish and Wildlife Service
U.S. Army Corp of Engineers
U.S. Environmental Protection Agency
National Oceanic & Atmospheric Administration



Florida Department of Agriculture and Consumer Services
CHARLES H. BRONSON, Commissioner
The Capitol • Tallahassee, FL 32399-0800
www.doacs.state.fl.us

Please Respond to:
Division of Forestry
4723 53rd Ave E
Bradenton, FL 34203
(941) 727-6480
Fax 751-7631
keeganm@doacs.state.fl

January 19, 2010

Environmental Protection Agency
1200 Pennsylvania Avenue N.W.
Washington, DC 20460

To whom it may concern:

The Manatee County Natural Resources Department manages a 20,000 acre property in the rural community of Duette, FL. When the property was first acquired in the early 1980's, the Florida Division of Forestry was asked to provide management services until the county could hire staff to take over this function. One of the first activities that we prescribed was the planting of pine seedlings on thousands of acres of former agricultural pasture land.

Today, the property is a model of public land that is managed for multiple uses. Watershed protection, wildlife habitat, recreational opportunities and timber production are all accomplished on the same acreage. We strongly support the counties application for additional re-forestation efforts.

Please contact me should you require any additional information.

Sincerely,

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

Michael R. Keegan
Forest Area Supervisor
Myakka River District



Florida Agriculture and Forest Products
Over \$100 Billion for Florida's Economy

AGREEMENT NO.: 401818J583
CHARGE CODE 41910-1124-0000 W5 (FY 08)
AMOUNT: \$30,000.00
DUNS NO: 077594810
FAADS: 12-07950-Bradenton-081-Manatee-34201-13-08/01/2008-07/31/2009-to complete a
detailed analysis and restoration plan for Bennett Park-00

COOPERATIVE AGREEMENT

Between

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

And

MANATEE COUNTY BOARD OF COUNTY COMMISSIONS

I. GRANT AGREEMENT RECIPIENT:

Manatee County Board of County Commissions
1112 Manatee Avenue West
Bradenton, Florida 34205

Recipient Class: Local 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 Manatee County (hereinafter referred to as the "Recipient") is hereby entered into under the authority of the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j, not including 742d-l; 70 Stat. 1119, as amended).

III. PURPOSE AND BACKGROUND:

This Cooperative Agreement is being entered into in order to complete a detailed analysis and restoration plan for Bennett Park. This plan will include a complete wetland jurisdictional determination, wildlife study, habitat analysis and mapping of ecological communities, location and density of exotic and nuisance species, topographic mapping, and hydrologic evaluation. The habitat that will be restored on Bennett Park will include 25 acres of wetlands and 50 acres of uplands on the 175-acre site. The site had been cleared, bedded and ditched for row-cropping.

Restoration will include exotic removal and native planting, sheet flow and ephemeral marshes restoration and tidal connections. The largest borrow pit will be re-graded to include a littoral shelf with an overflow swale/spring tidal connection.

IV. SCOPE OF EFFORT:

A. The Service shall:

1. Provide funding in the amount of \$30,000.00 to complete a detailed analysis and restoration plan for Bennett Park. This plan will include a complete wetland jurisdictional determination, wildlife study, habitat analysis and mapping of ecological communities, location and density of exotic and nuisance species, topographic mapping, and hydrologic evaluation.

2. Provide technical assistance for project design and implementation.

B. Manatee County Parks and Recreation shall:

1. Provide technical assistance regarding the restoration plan for Bennett Park and submittal to the regulatory agencies for approval.

2. Execute and conduct the project as described in their proposal, Attachment A, incorporated herein and made a part hereof.

V. PERIOD OF PERFORMANCE:

The period of performance of this agreement is August 1, 2008 to July 31, 2009.

VI. AWARD AMOUNT:

A. TOTAL (NOT-TO-EXCEED) AWARD AMOUNT: \$100,000.00

B. TOTAL AMOUNT FUNDED TO DATE: \$30,000.00

C. FUNDED 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.

VII. APPROPRIATION DATA:

APPROPRIATION: 41910-1124-0000 W5 \$30,000.00 (FY 08)

VIII. PAYMENT PROVISIONS:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient may submit requests for payment using Standard Form 270, Electronic fund transfer may be used in lieu of SF-270 if available. Request for Advance or Reimbursement, no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.)
- B. The original and two copies 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, Planning and Financial Services Officer 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-122 ("Cost Principles for State and Local Governments") 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.

IX. ADMINISTRATIVE OFFICER:

The Administrative Officer for this agreement is:

Janice McNeill
Jamison Professional Services Contractor
U.S. Fish and Wildlife Service
1875 Century Boulevard, Room 310
Atlanta, GA 30345
Phone: (404) 679-4056
Fax: (404) 679-4057
Email: janice_mcneill@fws.gov

X. PROJECT OFFICERS:

A. Fish and Wildlife Service:

Ann Marie Lauritsen
United States Fish and Wildlife Service
Ecological Services Office
600 4th Street South
St. Petersburg, FL 33701
(904) 525-0661
Fax: (904) 232-2404

B. Recipient

Candie Pedersen
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 742-5923 ext. 6047

XI. REPORTING/DELIVERY REQUIREMENTS:

A. Interim Reports

The recipient shall submit an annual progress report to the Service Project Officer by the 10th day of the month following the period reported upon.

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. 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).

XII. 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.

XIII. 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.

XIV. SPECIAL PROVISIONS:

- A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of the Interior, Fish and Wildlife Service, shall be included in any formally published article providing the Service does not otherwise deem it appropriate to issue a disclaimer. Authorship shall not incur any privileges of copyright or restriction on distribution.
- B. Any research data collected under this agreement shall be jointly owned by the parties to this agreement. Both parties shall have complete and unlimited access to all such data.
- C. News releases and other publicity issued by either party concerning this agreement will give due credit to cooperators to this agreement and is subject to approval prior to release by the Service's Regional Public Affairs Office.
- D. No member of, or delegate to, Congress or resident commissioner, shall be admitted to any share or part of this agreement; or to any benefit that may rise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

- E. The Service's liability will be governed by the Federal Tort Claims Act (28 U.S.C. 2761 et seq.). The extent of the Recipient's liability shall be governed by the laws of the State of Florida.
- F. 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").

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

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

MANATEE COUNTY BOARD OF
COUNTY COMMISSIONS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

AGREEMENT NO.: 401819J577
CHARGE CODE: 41910-1124-0000 W5 (FY09)
AMOUNT: \$10,000.00
DUNS NO: 077594810

FAADS: 12-07950-Bradenton-081-Manatee-34201-13-08/01/2009-07/31/2010-to complete
a detailed archeological survey and exotic plant removal for Ungarelli Preserve-00

COOPERATIVE AGREEMENT

Between

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

And

MANATEE COUNTY

I. COOPERATIVE AGREEMENT RECIPIENT:

Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

Recipient Class: Local 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 Manatee County (hereinafter referred to as the "Recipient") is hereby entered into under the authority of the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j, not including 742d-l; 70 Stat. 1119, as amended).

III. PURPOSE AND BACKGROUND:

This Cooperative Agreement is being entered into in order to complete an archeological survey of the Ungarelli Preserve followed by exotic plant removal. The exotic plant species present on the property are Brazilian Pepper (*Schinus terebinthifolius*), Australian Pine (*Casuarina glauca*), Carrotwood (*Cupaniopsis anacardioides*), Melaleuca (*Melaleuca quinquenervia*) and Air Potato (*Dioscorea bulbifera*). The exotic eradication project will be followed by native planting and a tidal enhancement project.

IV. SCOPE OF EFFORT:

A. The Service shall:

1. Provide funding in the amount of \$10,000.00 to complete a detailed archeological survey and exotic plant removal for Ungarelli Preserve.
2. Provide technical assistance for project design and implementation.

B. Manatee County Natural Resources Department shall:

1. Provide technical assistance regarding the archeological survey of the Ungarelli Preserve followed by exotic plant removal and tidal enhancement.
2. Execute and conduct the project as described in their proposal, Attachment A, incorporated herein and made a part hereof.

V. PERIOD OF PERFORMANCE:

The period of performance of this agreement is August 1, 2009 to July 31, 2010.

VI. AWARD AMOUNT:

- A. TOTAL (NOT-TO-EXCEED) AWARD AMOUNT: \$100,000.00
- B. TOTAL AMOUNT FUNDED TO DATE: \$10,000.00
- C. FUNDED PERIOD: August 1, 2009 to July 31, 2010
- D. FUNDED 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.

VII. APPROPRIATION DATA:

APPROPRIATION: 41910-1124-0000 W5 \$10,000.00 (FY 2009)

VIII. PAYMENT PROVISIONS:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient may submit requests for payment using Standard Form 270, Electronic fund transfer may be used in lieu of SF-270 if available. Request for Advance or Reimbursement, no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.)
- B. The original and two copies 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, Planning and Financial Services Officer 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-122 ("Cost Principles for Nonprofit Organizations") 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.

IX. ADMINISTRATIVE OFFICER:

The Administrative Officer for this agreement is:

Janice McNeill
Contract Specialist
U.S. Fish and Wildlife Service
1875 Century Boulevard, Room 310
Atlanta, GA 30345
Phone: (404) 679-4056
Fax: (404) 679-4057
Email: janice_mceill@fws.gov

X. PROJECT OFFICERS:

- A. Fish and Wildlife Service:
Ann Marie Lauritsen
United States Fish and Wildlife Service
Ecological Services Office

600 4th Street South
St. Petersburg, FL 33701
(904) 525-0661

- B. Recipient:
Keith Bettcher
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 745-3723

XI. REPORTING/DELIVERY REQUIREMENTS:

A. Interim Reports

The recipient shall submit an annual progress report to the Service Project Officer by the 10th day of the month following the period reported upon.

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. 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).

XII. 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 Grant Services will make the full text of these regulations available.

XIII. 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.

XIV. SPECIAL PROVISIONS:

- A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of the Interior, Fish and Wildlife Service, shall be included in any formally published article providing the Service does not otherwise deem it appropriate to issue a disclaimer. Authorship shall not incur any privileges of copyright or restriction on distribution.
- B. Any research data collected under this agreement shall be jointly owned by the parties to this agreement. Both parties shall have complete and unlimited access to all such data.
- C. News releases and other publicity issued by either party concerning this agreement will give due credit to cooperators to this agreement and is subject to approval prior to release by the Service's Regional Public Affairs Office.
- D. No member of, or delegate to, Congress or resident commissioner, shall be admitted to any share or part of this agreement; or to any benefit that may rise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.
- 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. 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").

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

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

BY: 

TITLE: CHIEF, DIVISION OF CONTRACTING
AND GRANT SERVICES

DATE: 10-13-09

MANATEE COUNTY

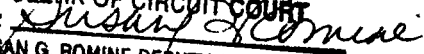
BY: 

TITLE: CHAIRMAN

DATE: 9/15/09



ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT

BY: 
SUSAN G. ROMINE DEPUTY CLERK

AGREEMENT NO.: 401818J584
CHARGE CODE 41910-1124-0000 W5 (FY 08)
AMOUNT: \$30,000.00
DUNS NO: 077594810

FAADS: 12-07950-Bradenton-081-Manatee-34201-13-08/01/2008-07/31/2009-to restore
and enhance the intertidal wetlands and uplands on the Neal Preserve-00

COOPERATIVE AGREEMENT

Between

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

And

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

I. COOPERATIVE AGREEMENT RECIPIENT:

Manatee county Board of County Commissioners
1112 Manatee Avenue West
Bradenton, Florida 34205

Recipient Class: Local 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 Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the "Recipient") is hereby entered into under the authority of the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j, not including 742d-1; 70 Stat. 1119, as amended).

III. PURPOSE AND BACKGROUND:

The Neal Preserve project will restore and enhance the intertidal wetlands and uplands on the 132-acre site. A major effort in the restoration of the upland portion and spoil areas of the project include removal of exotic vegetation (primarily Australian pines) and native planting. This effort will include long-term operation and maintenance of the site. The proposed restoration will target the creation and enhancement of open

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water, intertidal habitats, and coastal uplands. Hydrologic functions may be restored through improvement of tidal circulation patterns, tidal prisms, and sheet flow. etc. This will improve the habitat and water quality which will benefit both Tampa Bay and Sarasota Bay.

IV. SCOPE OF EFFORT:

A. The Service shall:

1. Provide funding in the amount of \$30,000.00 for to assist us in initial startup activities. Funding will be utilized to hand-remove exotic vegetation in areas deemed sensitive due to extant archaeological artifacts.

2. Provide technical assistance for project design and implementation.

B. Manatee County Conservation Lands Program shall:

1. Provide technical assistance regarding the restoration project.

2. Execute and conduct the project as described in their proposal, Attachment A, incorporated herein and made a part hereof.

V. PERIOD OF PERFORMANCE:

The period of performance of this agreement is August 1, 2008 to July 31, 2009.

VI. AWARD AMOUNT:

A. TOTAL (NOT-TO-EXCEED) AWARD AMOUNT: \$100,000.00

B. TOTAL AMOUNT FUNDED TO DATE: \$30,000.00

C. FUNDED 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.

VII. APPROPRIATION DATA:

APPROPRIATION: 41910-1124-0000 W5 \$30,000.00 (FY 08)

VIII. PAYMENT PROVISIONS:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient may submit requests for payment using Standard Form 270, Electronic fund transfer may be used in lieu of SF-270 if available. Request for Advance or Reimbursement, no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.)
- B. The original and two copies 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 Service Administrative Officer 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") 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.

IX. ADMINISTRATIVE OFFICER:

The Administrative Officer for this agreement is:

Janice McNeill
Jamison Professional Services Contractor
U.S. Fish and Wildlife Service
1875 Century Boulevard, Room 310
Atlanta, GA 30345
Phone: (404) 679-4056
Fax: (404) 679-4057
Email: janice_mcnell@fws.gov

X. PROJECT OFFICERS:

- A. Fish and Wildlife Service:

Ann Marie Lauritsen
United States Fish and Wildlife Service

Ecological Services Office
600 4th Street South
St. Petersburg, FL 33701
Phone: (904) 525-0661
:

B. Recipient

Keith Bettcher
Manatee County Board of County Commissioners
1112 Manatee Avenue West
Bradenton, Florida 34205
Phone: (941) 745-3723

XI. REPORTING/DELIVERY REQUIREMENTS:

A. Interim Reports

The recipient shall submit an annual progress report to the Service Project Officer by the 10th day of the month following the period reported upon.

B. Final Report

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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).

XII. TERM 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.

XIII 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.

XIV. SPECIAL PROVISIONS:

- A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of the Interior, Fish and Wildlife Service, shall be included in any formally published article providing the Service does not otherwise deem it appropriate to issue a disclaimer. Authorship shall not incur any privileges of copyright or restriction on distribution.
- B. Any research data collected under this agreement shall be jointly owned by the parties to this agreement. Both parties shall have complete and unlimited access to all such data.
- C. News releases and other publicity issued by either party concerning this agreement will give due credit to cooperators to this agreement and is subject to approval prior to release by the Service's Regional Public Affairs Office.
- D. No member of, or delegate to, Congress or resident commissioner, shall be admitted to any share or part of this agreement; or to any benefit that may rise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.
- E. The Service's liability will be governed by the Federal Tort Claims Act (28 U.S.C. 2761 *et seq.*). The extent of the Recipient's liability shall be governed by the laws of the State of Florida.
- F. 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").

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

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

MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: [Signature]

BY: [Signature]

TITLE: Chief, Contracting & Grant Services Division

TITLE: Chairman

DATE: 09/16/2008

DATE: 9/9/08

ATTEST: R.B. Shore
Clerk of the Circuit Court

BY: [Signature]

