

**ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
COMMISSIONER'S BOARD ROOM
COUNTY CENTER 2ND FLOOR
OCTOBER 15, 2009
9:00 AM**

ADDENDUM

I. CONSENT AGENDA

Cooperative Agreement between the EPC and Hillsborough County for
Cockroach Bay Aquatic Preserve Saltern Habitat Restoration

Any person who might wish to appeal any decision made by the Environmental Protection Commission regarding any matter considered at the forthcoming public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

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EPC Agenda Item Cover Sheet

Date of EPC Meeting: October 15, 2009

Subject: Cooperative Agreement between the EPC and Hillsborough County for Cockroach Bay Aquatic Preserve Saltern Habitat Restoration

Consent Agenda **Regular Agenda** **Public Hearing**

Division: Wetlands and Watershed Management

Recommendation: Approve Cooperative Agreement between the EPC and Hillsborough County for Cockroach Bay Aquatic Preserve Saltern Habitat Restoration and authorize Chair's signature

Brief Summary: The US Fish and Wildlife Service granted \$25,000 to the EPC to restore saltern habitat on land owned by the County via ELAPP at the Cockroach Bay Aquatic Preserve on Tampa Bay. During periods of inundation, salt barrens (salterns) serve as foraging areas for fish and wading birds including important sport fish such as snook and tarpon. The EPC proposes to contract with the County Parks, Recreation and Conservation Department to perform among other things design and construction work to fill in drainage ditches and remove berms to restore the historic sheetflow from the surrounding upland and high marsh areas to restore the damaged saltern sites.

Financial Impact: By this agreement, the EPC will fund the County's Parks, Recreation and Conservation Department by an amount not to exceed \$21,000, using federal grant money provided to the EPC.

Background: Through an agreement dated September 3, 2009, the US Fish and Wildlife Service (USFWS) granted \$25,000 to the EPC to assist in restoring the hydrology on land recently purchased by the County via its Environmental Lands Acquisition and Protection Program. The land has been added to the Cockroach Bay Aquatic Preserve on Tampa Bay. The area contains approximately 10 acres of saltern habitat. Salt barrens (aka salterns) forms in areas where brackish water moves in during very high tides and evaporates, creating open stretches of salty, dry soil. During periods of inundation, salt barrens serve as foraging areas for fish and wading birds including important sport fish such as snook and tarpon. Funding established in the USFWS Agreement will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheetflow from the surrounding upland and high marsh areas to the currently impacted saltern sites. A minimum of a 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish

in the filled ditch areas. This proposal represents the first phase of a larger scale restoration project comprised of three phases on the site and an adjacent site. The EPC will acquire all necessary permits and oversee the project. Through this proposed EPC and County agreement, the EPC will pay the County \$21,000 to have the Parks, Recreation and Conservation Department use the funds to hire a contractor to assist in the design plans, earthwork, exotics removal, and maintenance.

List of Attachments: Proposed Cooperative Agreement between EPC and Hillsborough County



United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

In Reply Refer To:
FWS/R4/BA/CGS

September 3, 2009

Dr. Richard D. Garrity
Executive Director
Environmental Protection Commission
Of Hillsborough County
3929 Queen Palm Drive
Tampa, Florida 33619-1309

Dear Dr. Garrity:

Enclosed for your files is an executed copy of Cooperative Agreement No. 401819J549. Also enclosed are Standard Forms 269 and 270 for your use under this agreement. A copy of the Project Officer delegation is also enclosed.

If you have any questions concerning this action, please contact Janice McNeill, Contract Specialist, at the above address, Suite 310, or at telephone number (404) 679-4056.

Sincerely,

Don Calder
Chief, Division of Contracting and Grant
Services

Enclosure

AGREEMENT NO.: 401819J549
CHARGE CODE: 41910-1124-0000 W5 (FY09)
AMOUNT: \$25,000.00
DUNS NO: 032500985

FAADS: 12-71000-Tampa-057-Hillsborough-33601-09-08/01/2009-07/31/2010-to restore the hydrology on land that will be added to the Cockroach Bay saltern habitat-00

COOPERATIVE AGREEMENT

Between

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

And

ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY

I. COOPERATIVE AGREEMENT RECIPIENT:

Environmental Resources Management Division
Environmental Protection Commission of Hillsborough County
3629 Queen Palm Dr.
Tampa, FL 33619

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

II. AUTHORITY:

This Cooperative Agreement ("agreement") between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and the Environmental Protection Commission of Hillsborough 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 restore the hydrology on land recently purchased by the Hillsborough County via its Environmental Lands Acquisition and Protection Program. The land will be added to the Cockroach Bay Aquatic Preserve on Tampa Bay. The area contains approximately 10 acres of saltern habitat. Salt barrens (aka salterns) forms in areas where brackish water moves in during very high tides and evaporates, creating open stretches of salty, dry soil. During periods of inundation, salt barrens serve as foraging areas for fish and wading birds including important sport fish such as snook and tarpon. Funding for this project will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheetflow from the surrounding upland and high marsh areas to the saltern sites. A minimum of a 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish in the filled ditch areas. This proposal represents Phase I of a larger scale restoration project comprised of three phases on the site and an adjacent site.

IV. SCOPE OF EFFORT:

A. The Service shall:

1. Provide funding in the amount of \$25,000.00 to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheet flow from the surrounding upland and high marsh areas to the saltern sites.
2. Provide technical assistance regarding the hydrological restoration of the property by filling in drainage ditches and removing berms from the surrounding upland and high marsh areas to the saltern sites.

B. The Recipient shall:

1. Provide technical assistance regarding the engineering survey of the property and hydrological restoration of the surrounding upland and high marsh areas to the saltern sites.
2. Remove exotics within a 100 foot buffer area of the project site to lessen the chance to re-establish in the filled ditch areas.
3. Provide the necessary equipment, supplies and labor to effect the appropriate habitat management actions.

4. Execute and conduct the project as described in their proposal, Attachment A, incorporated herein and made a part hereof. The Recipient may contract for service to assist in this effort.

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: \$25,000.00
- 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 25,000.00 (FY 09)

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 X.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-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
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_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
AnnMarie_Lauritsen@fws.gov

B. Recipient:

Laura Thorne
Environmental Restoration Section
Environmental Resources Management Division
Environmental Protection Commission of Hillsborough County
3629 Queen Palm Dr.
Tampa, FL 33619
(813) 627-2600*1081
thornel@epchc.org

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 X.A. of this agreement. A copy of the final report shall also be forwarded to the Service Administrative Officer.

C. Final Financial Status Report

Within 90 days after completion of this award, the Recipient shall submit to the Service Administrative Officer a final Financial Status Report (Standard Form 269).

XII. TERMS AND CONDITIONS:

The Department of the 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 written 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, including but not limited to section 768.28, Florida Statutes.
- 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: 9-3-09

ENVIRONMENTAL PROTECTION
COMMISSION OF
HILLSBOROUGH COUNTY

BY: 

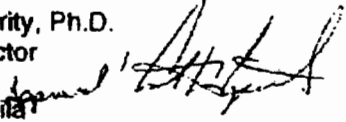
TITLE: Ex. Director


DATE: 8/27/09

Attachment "A"

MEMORANDUM

To: Richard D. Garrity, Ph.D.
Executive Director

THRU: Anthony D'Aquila 
Director, Environmental Resource Management

 Joan Ohman
Director, Administration and Finance

FROM: Laura Thorne
Environmental Scientist II, Environmental Resource Management

SUBJECT: Grant Pre-Proposal for United States Fish and Wildlife Service (USFWS) Coastal Programs Grant.

This is to request authorization to submit the attached proposal entitled: "Cockroach Bay Saltern Restoration Project-Phase II" for United States Fish and Wildlife Service (USFWS) Coastal Programs Grant. This proposal is for the restoration of the hydrology on land recently purchased by the Hillsborough County Environmental Lands Acquisition and Protection Program (ELAPP) to be added to the Cockroach Bay Aquatic Preserve on Tampa Bay. The area contains approximately 10 acres of saltern habitat. Funding for this project will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheetflow from the surrounding upland and high marsh areas to the saltern sites. A 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish in the tilled ditch areas. This proposal represents Phase II of a larger scale restoration project comprised of three phases on the site and an adjacent site. The attached proposal is due July 10, 2009.

Approved  Disapproved

Richard D. Garrity, Ph.D.
Executive Director
Date: _____

tk

Cockroach Bay Saltern Restoration Project Full-Proposal
Environmental Protection Commission of Hillsborough County

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Principal Investigators and Key Personnel:

Laura Thorne, Environmental Scientist II
Environmental Protection Commission of Hillsborough County
3629 Queen Palm Drive
Tampa, FL 33619
(813) 627-2600 x1081
thornel@epchc.org

David J. Karlen, General Manager I
Benthic Monitoring Section Supervisor
Environmental Resources Management Division
Environmental Protection Commission of Hillsborough County
3629 Queen Palm Drive
Tampa, FL 33619-1309
Phone: (813) 627-2600 x1202
karlen@epchc.org

Ms. Thorne received a B.S. degree in Biology from the University of South Florida in 2005. She has worked as an Environmental Scientist since then at The Environmental Protection Commission of Hillsborough County. She has performed a variety of roles there including water quality, seagrass and benthic monitoring, database management, geo-statistical analysis, and grant project management. She is currently project manager on the Bahia Beach Restoration and is the administrator of the Pollution Recovery Funds.

Mr. Karlen received a B.S. and M.S. degree in Biological Oceanography from the Florida Institute of Technology in 1991 and 1993 respectively and is currently a Ph.D. candidate in Biology at the University of South Florida. He has worked at the Environmental Protection Commission of Hillsborough County since 1994 as a benthic ecologist and marine invertebrate taxonomist. He is currently the manager of the Tampa Bay Benthic Monitoring Program.

Major Objectives:

The major objective of this project is to restore the historical sheet flow to this property thereby increasing the size and health of the existing salterns.

Results and Benefits Expected:

The benefits are expected to be enhanced fisheries habitat and an aid to restoring some of the 36% loss of saltern area in the Tampa Bay area.

General Project Information:

Salt barrens aka salterns are of particular interest to the habitat restoration efforts in Tampa Bay because a large portion of this habitat has been lost. The Tampa Bay Estuary Program's Comprehensive Conservation and Management Plan (CCMP) reports a loss of 36% salt barren habitat between 1950 and 1990. Salt barrens form in areas where brackish water moves in during very high tides and evaporates, creating open stretches of salty, dry soil. This hyper-saline terrain supports low-growing succulent plants and serves as a seasonal feeding habitat for wading birds. During periods of inundation, salt barrens serve as foraging areas for fish and wading birds including important sport fish such as snook and

tarpon. The local chapter of the Audubon Society reports that many wading and shore birds utilize salt barren habitats for feeding including several that are listed as "species of special concern" by the Florida Fish & Wildlife Conservation Commission (FWC). These include Clapper Rails, Spotted Sand Pipers, Reddish and Snowy Egrets, Tri-color Herons, and Little Blue Herons as well as the Least Tern which is classified as 'threatened' by the FWC (pers comm. from Ann Paul, Regional Coordinator, Audubon of Florida).

This project seeks to restore the hydrology on land recently purchased by the Hillsborough County Environmental Lands Acquisition and Protection Program (ELAPP) to be added to the Cockroach Bay Aquatic Preserve on Tampa Bay.

The project location is adjacent to the Cockroach Bay Aquatic Preserve near Ruskin, Florida on the east side of Tampa Bay (Gulf Coast of Florida) on land owned by Hillsborough County Environmental Lands Acquisition and Protection Program (ELAPP). The specific parcel is on the south side of Cockroach Bay Rd. on folio numbers 0327110000 and 0327080000.



Figure 1. Map of ELAPP properties at Cockroach Bay Aquatic Preserve where saltern restoration will take place.

The area contains approximately 10 acres of saltern habitat. Funding for this project will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheet flow from the surrounding upland and high marsh areas to the saltern sites. A 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish in the filled ditch areas. This proposal is part of a larger scale restoration project that encompasses this site and an adjacent site.

Partnerships:

The Environmental Protection Commission of Hillsborough County: Will provide in-kind services administering the grant funds and conducting vegetation surveys to monitor the restoration progress. Additional funding for the project may also be provided through the EPCHCs Pollution Recovery Fund (estimated \$50,000) pending a grant proposal review and approval in 2010.

The Hillsborough County Parks and Recreation Department: Will provide supervision of on-the-ground restoration efforts and oversee the hiring of any contractors and some in-kind exotic removal. They will also provide long-term management of the restoration site. The Parks and Recreation Department also administers the Environmental Lands Acquisition and Protection Program (ELAPP).

The Tampa Bay Estuary Program has expressed their support for this project since it fulfills one of the goals of the aforementioned Comprehensive Conservation and Management Plan objectives for restoring a sensitive habitat type that has been lost historically to coastal development and inundation by exotic/invasive plant species.

Scope of Work:

The scope of the project consists of a preliminary gopher tortoise survey and a vegetation survey within the first month of receiving funds. There were several inactive borrows located along the berm that will be assessed as part of the gopher tortoise survey. If there are any active burrows found, they will be evaluated by authorized personnel and management options will be determined. The vegetation survey will be carried out by EPC staff as in-kind. Within the second month a contractor authorized by Hillsborough County will be chosen to perform an engineering survey. Required permit applications will be prepared and submitted by EPC staff. Once permits are acquired, Hillsborough County Parks, Recreation, and Conservation staff will rent equipment to fill the ditches necessary to restore the hydrology to the saltern areas. Once this part of the project is complete Hillsborough County Parks and Recreation staff will incorporate the site into their routine maintenance schedule. Future plans for the site include interpretive trails with educational signage and more ditch filling to restore hydrology on the northern adjacent parcel.

Timeline:

Task	Months Following Task Notice to Proceed											
	1	2	3	4	5	6	7	8	9	10	11	12
Gopher Tortoise Survey	X											
Archaeological Survey	X											

Vegetation Survey	X												
Engineering Survey and plans		X											
Permits			X	X	X	X	X	X					
Earthwork						X	X	X	X				
Exotic Removal								X	X	X			
Monitoring										X	X	X	

Continuation of Project:

Future plans for this project include expanding the restoration area to include the salterns on the north side of Cockroach Bay Rd. The area will be incorporated into ELAPP's routinely monitored sites. Walkways with interpretational signage to educate the public about the importance of the unique saltern habitat will be installed. Possible funding sources for these future endeavors include EPC's pollution Recovery Funds, Pinellas County Environmental Funds, Tampa Bay Estuary Program's MiniGrants or various others.

Project Budget:

Total funds requested:
\$25,000.00.

SECTION A - BUDGET SUMMARY							
Item	Description of Program Function or Activity (a)	Class of Federal Contract Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
			Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1	Surveys		\$ 7,000	\$ 0	\$ 7,000	\$ 0	\$ 7,000
2	Engineering		\$ 0	\$ 11,000	\$ 0	\$ 11,000	\$ 11,000
3	Permits/Admin		\$ 0	\$ 4,000	\$ 0	\$ 4,000	\$ 4,000
4	Equip. Rental		\$ 0	\$ 2,000	\$ 0	\$ 2,240	\$ 2,240
5	Totals		\$ 7,000	\$ 17,000	\$ 7,000	\$ 17,240	\$ 24,240

SECTION B - BUDGET CATEGORIES					
Object Class Category	OBJECT PROGRAM FUNCTION OR ACTIVITY				Total
	(1) Surveys	(2) Engineering	(3) Permitting	(4) Equipment	
a. Personnel	\$ 452	\$ 0	\$ 3,000	\$ 1,600	\$ 5,052
b. Fringe Benefits	182	0	0	640	822
c. Travel	0	0	0	0	0
d. Equipment	0	0	0	0	2,000
e. Supplies	0	0	0	0	0
f. Contractual	7,000	11,000	0	3,800	21,800
g. Construction	0	0	0	0	0
h. Other	0	0	1,000	0	1,000
i. Total Direct Charges (sum of 6a-h)	7,634	11,000	4,000	4,440	27,074
j. Indirect Charges	0	0	0	0	0
k. TOTALS (sum of i and j)	7,634	11,000	4,000	4,440	27,074
l. Program Income	0	0	0	0	0

Authorized for Local Reproduction

Standard Form 494A (Rev. 7-87)
Prescribed by GPO (CPS, Pub. 4-78)

References:

Tampa Bay Estuary Program (TBEP). 2006. Charting the course: The Comprehensive Conservation and Management Plan for Tampa Bay.

Cockroach Bay Aquatic Preserve
Proposed Grant Restoration Area



Figure 2. Map showing the saltern areas.

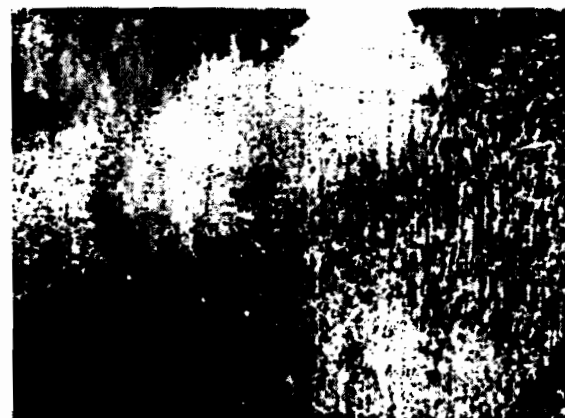
Figure 3. Pictures from Cockroach Bay Saltern Areas



Salt Barren at Cockroach Bay



Ground vegetation and mangroves bordering salt barren



**Tidal water along the edge of the salt barren.
Note black mangrove pneumatophores and fiddler crabs.**



Figure 1. Map of ELAPP properties at Cockroach Bay Aquatic Preserve where saltern restoration will take place.

INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Partners for Fish & Wildlife	15-631	\$ 14,000.00	\$ 9,180.00	\$	\$	0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 14,000.00	\$ 9,180.00	\$ 0.00	\$ 0.00	0.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					
	(1) Partners for Fish & Wildlife	(2)	(3)	(4)	Total (5)	
a. Personnel	\$	\$	\$	\$	\$ 0.00	
b. Fringe Benefits					0.00	
c. Travel					0.00	
d. Equipment					0.00	
e. Supplies					0.00	
f. Contractual	13,650.00		9,180.00		22,830.00	
g. Construction					0.00	
h. Other	350.00				350.00	
i. Total Direct Charges (sum of 6a-6h)	14,000.00		9,180.00	0.00	23,180.00	
j. Indirect Charges					0.00	
k. TOTALS (sum of 6i and 6j)	\$ 14,000.00	\$ 9,180.00	\$ 0.00	\$ 0.00	\$ 23,180.00	
7. Program Income		\$	\$	\$	\$	

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Partners for Fish & Wildlife	\$ 9,180.00	\$	\$	\$ 9,180.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	\$ 9,180.00	\$ 0.00	\$ 0.00	\$ 9,180.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 5,585.00	\$ 2,555.00	\$ 3,030.00	\$
14. Non-Federal	0.00			
15. TOTAL (sum of lines 13 and 14)	\$ 5,585.00	\$ 2,555.00	\$ 3,030.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Partners for Fish & Wildlife	\$ 5,585.00	\$ 1,530.00	\$ 6,885.00	\$ 0.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 5,585.00	\$ 1,530.00	\$ 6,885.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned By Federal Agency	OMB Approval No. 0348-0038	Page
3. Recipient Organization (Name and complete address, including ZIP code)			
4. Employer Identification Number	5. Recipient Account Number or Identifying Number	6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accr
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year)	To: (Month, Day, Year)
10. Transactions:	I Previously Reported	II This Period	III Cumulative
a. Total outlays			
b. Recipient share of outlays			
c. Federal share of outlays			
d. Total unliquidated obligations			
e. Recipient share of unliquidated obligations			
f. Federal share of unliquidated obligations			
g. Total Federal share (Sum of lines c and f)			
h. Total Federal funds authorized for this funding period			
i. Unobligated balance of Federal funds (Line h minus line g)			
11. Indirect Expense	a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed		
	b. Rate	c. Base	d. Total Amount
			e. Federal Share
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.			
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.			
Typed or Printed Name and Title			Telephone (Area code, number and extension)
Signature of Authorized Certifying Official			Date Report Submitted December 29, 2004

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. **0348-0004** PAGE **OF** PAGES

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
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3. FEDERAL SPONSORING AGENCY AND ORGANIZATION ELEMENT TO WHICH THIS REPORT IS SUBMITTED	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY	5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
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6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST	
		FROM (month, day, year)	TO (month, day, year)

9. RECIPIENT ORGANIZATION Name : Number and Street : City, State and ZIP Code :	10. PAYEE (Where check is to be sent is different than item 9) Name : Number and Street : City, State and ZIP Code :
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11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$



United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

In Reply Refer To:
FWS/R4/BA/CGS

September 3, 2009

Memorandum

To: Ann Marie Lauritsen, U. S. Fish and Wildlife Service, Jacksonville ES Office,
Florida

From: Chief, Division of Contracting and Grant Services

Subject: Designation as Project Officer for Cooperative Agreement No. 401819J549

You have been designated as the Project Officer for the above referenced agreement. This guidance is provided to assist you in clarifying your Service responsibilities as a Project Officer.

FUNCTIONS AND DUTIES

You are authorized by this designation to take any or all actions with respect to the following which could lawfully be taken by me as Contracting Officer/Grants Officer except any action specifically prohibited by the terms of the agreement or by the referenced documents cited therein. Note that references to "recipient" below refer to the grantee/cooperator. These duties and authorities are not redelegable to any other individual, unless the agreement is modified to reflect the designation of a new Project Officer.

- a. Ensure that the recipient performs the technical requirements of the agreement in accordance with its terms, conditions, and specifications. Answer technical questions, address issues, and ensure compliance with all technical aspects of the assigned agreement.
- b. Ensure that work is not performed outside the scope or funding in the agreement.
- c. Review all proposed requests for modifications and provide comments and/or approval to the Administrative or Contracting Officer.
- d. Ensure that all reporting requirements are met as specified in the agreement. Review reports for adequacy, accuracy, and timeliness. Notify the Contracting Officer if reports are not submitted in a timely manner or do not provide proper information.

- e. Coordinate and communicate as needed with the Service Contracting Officer and with the recipient's agreement coordinator. Work with the recipient's agreement coordinator to set up and conduct meetings as needed.
- f. Review and approve Requests for Advance or Reimbursement (SF 270) submitted to the Service by the recipient or return rejected requests to the recipient with an explanation. Forward approved SF 270 to CGS for payment. Your approval of these requests constitutes your acknowledgment the recipient's performance and reporting has been satisfactory.
- g. Ensure that advance payments are not authorized unless they (1) have been authorized in the agreement and (2) include a justification of expenditures to your satisfaction.
- h. Track the status/usage of any government-owned equipment and review the final SF 270, the final SF 269, relative to the status of any government-owned equipment in possession of the recipient prior to agreement close-out.
- i. Monitor expiration dates, determine if extensions are needed, and contact CGS 60 days in advance of expiration to request extensions.

LIMITATIONS

Under this appointment, except as noted herein, you are not authorized under any circumstances to perform any of the following tasks. If uncertain, contact the Service Contracting Officer for a case-by-case review and decision.

- a. Take any action that may change the funding, scope, reporting requirements, or other essential terms and conditions of the agreement unless such changes are specifically stated in a written agreement modification signed by the Contracting Officer.
- b. Make commitments on behalf of the recipient. This means making commitments with vendors, subgrantees, or private landowners. Only an authorized official of the recipient organization may make those commitments.
- c. Direct recipient personnel. When lines of authority and responsibility blur, the recipient may be viewed as an agent of the federal government acting at its direction, thereby exposing the federal government to lawsuits for injury or wrongful action actually conducted by the recipient. Remember that under agreements, the lines of responsibility must remain clear at all times.
- d. Serve in the capacity of an official of the recipient organization. Sometimes, however, Service personnel are requested to serve in an advisory capacity on boards of nonprofit organizations or planning committees. In such cases, the Service official must request a review by the Service's Division of Human Resources to ensure there are not restrictions or

conflicts of interest unless written approval has been obtained per 212 FW 4 and provided to the Contracting Officer.

Exceptions to Limitations b and c

Under a cooperative agreement (including the Wildlife Cooperative Extension Agreement (WCEA) that is a type of cooperative agreement) where the Service is expected to be “substantially involved” with the project, the Service Project Officer may direct contractor or recipient personnel if specifically and clearly defined in the cooperative agreement. Thus, a “Statement of Federal Substantial Involvement” shall be included in all cooperative agreements (Item 2 of the WCEA Project Plan, Exhibit A; or within the Scope of Work, Service Responsibilities section of other cooperative agreements). This Statement of Federal Substantial Involvement must clearly describe those categories of activities in which the Service Project Officer expects to be substantially involved.

For example, the Service Project Officer may provide direction and guidance to the cooperator’s personnel or vendors in the planting of trees and other vegetation (how, when, where, species, etc.), including the review and technical approval of each stage of the planting process; the installation of in-stream habitat improvement structures (how, when, where, specific location, etc.); and the construction of wetlands and hydrologic reestablishment.

In applying these exceptions, the Service Project Officer shall notify and discuss with the Cooperator any deviations from the Project Plan (Exhibit A) or Scope of Work.

CAUTION: Although the Service Project Office under a cooperative agreement may provide direction and guidance to the Cooperator’s personnel or vendor as specified in the agreement, such direction by Service personnel could result in a cost overrun or claim by the contractor against the landowner. Any such cost overrun generally would be the responsibility of the Government to cover the additional costs to the landowner.

TERM OF DESIGNATION

This designation as Project Officer shall remain in effect through the life of the agreement unless revoked sooner by the Contracting Officer. An official change to the designated Project Officer must be made through a written modification to the agreement signed by the Contracting Officer. The Contracting Officer will notify the recipient of any changes to the Project Officer designation through issuance of a written modification.

RECORDS AND REPORTS

You are required to maintain adequate records to sufficiently record the performance of your duties as Project Officer during the life of this agreement or during your designation as the Service Project Officer. If your role as Project Officer changes before completion of the agreement, please turn your records over to the successor Project Officer or obtain disposition instructions from the Contracting Officer.

ETHICAL RESPONSIBILITIES

See "Standards of Ethical Conduct for Employees of the Executive Branch" (5 CFR 2635.201) and Service Manual Chapter 212 FW 4.

PROJECT OFFICER ACKNOWLEDGMENT

Please sign a copy of the delegation and return to the issuer within 10 days of receipt.

Project Officer's Signature

Date

COOPERATIVE AGREEMENT
Between the
Environmental Protection Commission of Hillsborough County
and
Hillsborough County
for Cockroach Bay Aquatic Preserve Saltern Habitat Restoration

THIS COOPERATIVE AGREEMENT, (the “Agreement”) is made and entered into by and between Hillsborough County, a political subdivision of the State of Florida (the “COUNTY”) and the Environmental Protection Commission of Hillsborough County (the “EPC”), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the EPC is a local government environmental agency created by Special Act 84-446, Laws of Florida as amended, that implements various environmental regulatory programs, restoration projects, and conducts activities designed to prevent and minimize pollution; and

WHEREAS, the COUNTY manages certain lands designated for conservation or preservation, including, but not limited to, the Cockroach Bay Aquatic Preserve on Tampa Bay; and

WHEREAS, the EPC was granted \$25,000.00 by the U.S. Department of the Interior, Fish and Wildlife Service (the “USFWS”) to restore certain saltern habitat in the Cockroach Bay Aquatic Preserve (the “Project”) pursuant to Agreement No. 401819J549 between the EPC and the USFWS, attached hereto as Attachment A, (the “EPC/USFWS Agreement”); and

WHEREAS, the EPC/USFWS Agreement proposes that the EPC assist in restoring the hydrology on land recently purchased by the COUNTY via its Environmental Lands Acquisition and Protection Program. The land has been added to the Cockroach Bay Aquatic Preserve on Tampa Bay. The area contains approximately 10 acres of saltern habitat. Salt barrens (aka salterns) forms in areas where brackish water moves in during very high tides and evaporates, creating open stretches of salty, dry soil. During periods of inundation, salt barrens serve as foraging areas for fish and wading birds including important sport fish such as snook and tarpon. Funding for the EPC/USFWS Agreement will be used to conduct an engineering survey of the property and to fill in drainage ditches and remove berms to restore the historic sheetflow from the surrounding upland and high marsh areas to the saltern sites. A minimum of a 100 foot buffer area will be established where exotic plants will be removed to lessen the chance to re-establish in the filled ditch areas. This proposal represents the first phase of a larger scale restoration project comprised of three phases on the site and an adjacent site; and

WHEREAS, the COUNTY desires to assist the EPC with the above-described restoration Project through its Parks, Recreation and Conservation Department; and

WHEREAS, the EPC and the COUNTY agree that a Cooperative Agreement wherein the EPC pays the COUNTY to assist in the Project is an efficient allocation of resources to achieve a common goal of habitat restoration.

NOW, THEREFORE, in consideration of the mutual covenants, promises and provision contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART I - EPC RESPONSIBILITIES

- a) The EPC shall pay the COUNTY an amount not to exceed \$21,000.00 to perform the functions related to the Project as specifically set forth in this Agreement.

- b) The EPC shall reimburse the COUNTY through the use of an Inter-Organization Charge form (“IOC”) process, and/or other accounting procedures, resulting in the actual transfer of funds to the COUNTY. The IOC, prepared by the COUNTY and including appropriate backup documentation, will charge the EPC’s expense index code and credit the COUNTY’s established revenue index code. The EPC shall reimburse the COUNTY in accordance with the time frame set forth in the Local Government Prompt Payment Act (Chp. 218, F.S.). EPC shall reimburse the COUNTY within 45 days of receiving a complete invoice from the COUNTY. In the event the COUNTY’s request for reimbursement is not supported by adequate documentation, the EPC may request additional information in writing within 30 days. Upon receipt of additional documentation the EPC’s reimbursement deadline of 45 days commences.

- c) The EPC will assist in the project design and will secure all necessary permits, perform pre-construction vegetation survey, and monitor the restoration progress. In addition, the EPC will provide on-site management during construction if the Parks, Recreation and Conservation Department needs assistance.

PART II - COUNTY RESPONSIBILITIES

- a) The COUNTY shall, through its Parks, Recreation and Conservation Department, perform the following tasks within the noted time frames, as outlined in the EPC/USFWS Agreement (see attachment A):
 - 1) Oversee the hiring and activities of the engineering contractor who will perform surveys and draft plans.
 - 2) Assist the EPC with acquiring all necessary permits.
 - 3) Remove exotics in the 100 foot buffer zone of the filled ditches.
 - 4) Rent the equipment necessary to perform the work (fill the ditches).
 - 5) Perform the long-term maintenance of the site.

- b) The COUNTY will assist the EPC with the EPC’s reporting requirements pursuant to the EPC/USFWS Agreement.

c) The COUNTY will provide a quarterly summary of the Project activities conducted during the term of this Agreement. This summary will be supported by relevant documentation (hours worked, photos, plans, diagrams, etc.).

d) The COUNTY will prepare the IOC and shall attach appropriate back-up documentation supporting such IOC, if appropriate. If EPC has any questions or needs additional information to ensure that the reimbursement is appropriate under this Agreement, the County shall arrange to promptly provide the additional information in response to a written EPC request, as needed, prior to reimbursement.

PART III - MUTUAL CONSIDERATION and MISCELLANEOUS CONDITIONS

a) EPC and COUNTY staff will meet regularly to discuss the Project and progress.

b) Modifications to this Agreement may be presented at any time and if mutually agreed upon, shall be placed in writing and executed by both parties.

c) This Agreement shall become effective as of the date of the filing of this Agreement with the Clerk of the Circuit Court of Hillsborough County, Florida (the "Effective Date"). The term of this Agreement shall be from the Effective Date and shall end on October 31, 2010.

d) Key personnel are as follows and any written notices should be provided via U.S. mail or hand delivery to the following:

i. COUNTY: Richard Sullivan, Parks, Recreation and Conservation Department, 3709 Gulf City Road, Ruskin, FL, 33570.

ii. EPC: Laura Thorne, Wetlands and Watershed Management Division, 3629 Queen Palm Drive, Tampa, FL 33619, (813) 627-2600.

Changes to key personnel may be made in writing to the other party, without need for modification to this Agreement.

e) Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its respective officers, agents, and employees arising from the duties related to this Agreement. Notwithstanding any provision in this Agreement, all issues relating to liability, including but not limited to waivers or assumptions of liability, in this Agreement are subject to, may not be contrary to, and are limited by the sovereign immunity laws, including but not limited to section 768.28, Florida Statutes.

f) If any provision of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Agreement which shall continue in full force and effect, provided the rights and obligations of the parties contained herein are not materially prejudiced and that the intentions of the parties can continue to be effected. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws

of the State of Florida. Venue of any disputes relating to this Agreement shall be in Hillsborough County, Florida.

g) This Agreement is subject to funding availability. In the event sufficient budget funds are not available for a new fiscal period, either party shall notify the other of such occurrence and the Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY or EPC. The COUNTY shall be paid for all work performed up until the date of termination. Pursuant to section 218.77, F.S. the parties are aware that the EPC's funding for this project is contingent on receipt of federal funds or federal approval.

h) The parties shall allow public access to all documents, papers and letters made or received by the EPC in connection with this Agreement that are public records pursuant to Chapter 119, Florida Statutes.

i) This Agreement may be terminated in writing by either party provided that no termination may be effected unless the other party is given not less than sixty (60) calendar days written notice, delivered by certified mail. Upon termination, the COUNTY shall promptly discontinue all affected work (unless the notice directs otherwise), and shall deliver or otherwise make available to the EPC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the COUNTY in performing the Agreement, whether completed or in progress. The COUNTY shall be paid for all work performed up until the date of termination.

PART IV - RECORDING:

The Clerk of the Board of County Commissioners for the COUNTY is hereby authorized and directed, after approval of this Agreement by the respective governing bodies of the COUNTY and EPC and the execution thereof by the duly qualified and authorized representatives of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Hillsborough County, Florida, for recording in the public records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the COUNTY and EPC have caused this Cooperative Agreement for Cockroach Bay Aquatic Preserve Saltern Habitat Restoration to be approved as of the dates noted below.

ATTEST:
PAT FRANK
CLERK OF CIRCUIT COURT

HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Ken Hagan, Chairman
Board of County Commissioners

(OFFICIAL SEAL)

Date: _____

ENVIRONMENTAL PROTECTION
COMMISSION OF HILLSBOROUGH
COUNTY

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Assistant County Attorney

By: _____
Al Higginbotham, Chairman
Environmental Protection Commission

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
EPC Attorney