

9. **CONSENT AGENDA**

- n. Award contract to Canoe Adventure, Inc., for Sanibel River clearing in the amount of \$100,000 as a sole source vendor (Sanibel River maintenance program allows for proper flow during periods of high water. The 2009 maintenance work involves removal of debris and tree fall from Tarpon Bay Road to Chateau Sur Mer. Canoe Adventures, Inc., is the only company capable to perform work while protecting the vegetation and wildlife. Funds included in the FY 08-09 budget, \$55,000 funding from a previous South Florida Water Management District (SFWMD) grant previously received and funded, approval does NOT increase the FY 08-09 budget)

Memorandum

DATE: October 7, 2008

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Gates Castle *JNC*

RE: Sanibel River Clearing

RECOMMENDATION: Award contract for 2009 Sanibel River clearing to Canoe Adventures, Inc. in the amount of \$100,000 as a sole source vendor.

The Sanibel River is the backbone of the island's drainage conveyance system. In order to maintain proper flow during periods of high water, the City established an annual maintenance program for the River. The maintenance involves dredging and vegetation trimming and removal, with the FY 08-09 scope involving vegetative debris, treefall and cattail removal in the section between Tarpon Bay Road and Chateau Sur Mer.

In order to maintain the Sanibel River while protecting the wildlife that uses the river and its surrounding vegetation, local knowledge of the river is imperative. Mark "Bird" Westall, the foremost authority on the river and its wildlife and vegetation has submitted a proposal to perform the clearing work. Mr. Westall's unique knowledge will enable him to not only improve the flow in the river, but also enhance the river for wildlife, particularly birds. No one else has the combination of abilities to perform the required work while improving the wildlife's use of the river.

Staff recommends that Council acknowledge Canoe Adventures, Inc. as a sole source vendor and award the Sanibel River clearing contract to them in the amount of \$100,000, which is available in the FY 09 Capital Improvement budget (Fund 301).

C: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

Challenge Cost-Share Agreement

Challenge Cost-Share Agreement
 Number: 401818G567
 Charge Code: 41540-1261-4SSO W5
 Service Amount: \$25,000.00
 Cooperator Amount: \$25,000.00
 Cooperator DUNS: 089285670
 FAADS: 12-63700-Sanibel-071-Lee-
 33957-14-09/01/2008-09/30/2009
 CFDA: 15.642

CHALLENGE COST-SHARE AGREEMENT
 BETWEEN
 U.S. FISH AND WILDLIFE SERVICE
 AND
 CITY OF SANIBEL

- I. **PURPOSE AND AUTHORITY** - This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service, hereafter referred to as the "Service", and the City of Sanibel, hereafter referred to as the "Cooperator" is hereby entered into under authority of the U.S. Fish and Wildlife Coordination Act 16 U.S.C. 661-667, and the provisions of the Interior and Related Agencies Appropriation Act, Pub. Law 109-54 .
- II. **SCOPE OF WORK** - For the period hereinafter set forth, the Cooperator(s) and the Service will provide the necessary personnel, materials, services, funds and otherwise perform all things necessary for, or incidental to, the performance of this cost-share agreement.

The Sea Oats Preserve restoration project will restore freshwater wetlands at the former site of the Sea Oats Subdivision package sewer plant. The site is approximately 7 acres in size and is immediately adjacent to the over 400-acre "Sanibel State Botanical Site" which is partially owned and/or managed by the J. N. "Ding" Darling NWR. The package sewer plant was disconnected this year when the City of Sanibel extended its central sewage system to the Sea Oats Subdivision. Most of the fill from the site has been removed and the site was graded close to the adjacent wetland elevation. The land was then transferred to City ownership as conservation lands. However, an approximately 2 acre stand of large Australian pines remains on the perimeter of the site. This project involves the mechanical removal of all Australian pines on the site and the return of the site as close as possible to its historic grades. The wetland portion of the site will then be revegetated using a combination of natural recruitment and plantings. The site will be planted with the native wetland species that would most likely have dominated the site prior to the sewer plant construction, including smooth cordgrass (*Spartina bakeri*), leather fern (*Acrostichum danaeifolium*), coastal water hyssop (*Bacopa monnieri*), and needle rush (*Juncus roemerianus*). An area of natural upland ridge associated with the wetlands will be planted with native West Indian hardwood hammock species including

gumbo limbo (*Bursera simarouba*), strangler fig (*Ficus aurea*), mastic (*Mastichodendron foetidissimum*) and Jamaican dogwood (*Piscidia piscipula*). The site will be managed by the City of Sanibel for wildlife habitat and maintained free of all exotic plant species.

A. Provide a Description of Work/Objectives by each party.

Specifically, the parties to this agreement will:

The **US Fish and Wildlife Service** will be responsible for providing funding in the amount of \$25,000.

The **City of Sanibel** is responsible for the hiring and supervision of contractors for the completion of the described work, which includes:

- 1) removal of Australian Pines;
- 2) grade site to historic elevations to promote native plant communities; and
- 3) selection and planting of native vegetation.

Success will be measured by the clearing of two acres of Australian pine, an invasive exotic plant, restoration of historic elevations, and the establishment of native vegetation through plantings and natural recruitment.

B. Provide the Reporting Requirements/Distribution –

A final report will be submitted to the J.N. "Ding" Darling NWR and the Partners for Fish and Wildlife Program, Naples, FL upon completion of the project.

C. Provide Other Deliverables or Performance Criteria.

The Service and J. N. "Ding" Darling NWR shall be acknowledged as a partner in all outreach materials and/or scientific documents.

III. FINANCIAL ADMINISTRATION –

The Cooperator(s) will provide **\$25,000** as in-kind services and the Service will provide **\$25,000**. The total project cost is **\$50,000**.

IV. SPECIAL PROVISIONS - The following Special Provisions apply to this agreement:

- A. The scope of work and terms of the agreement may be modified at any time by mutual consent of the signatory parties.
- B. The U.S. Fish and Wildlife Service General Provisions for Grants and Cooperative Agreements, dated September 1993, are applicable to the Cost-Share Agreement and are hereby incorporated by reference; or

Chapter 43, Part 12 of the Code of Federal Regulations apply and is incorporated by reference. (Use as applicable)

- C. The parties to this agreement agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries resulting from the fault or negligence of the other party. Any claim for damages to property or persons made against the Government will be pursued in accordance with the provision of the Federal Tort Claims Act.
 - D. The Cooperator(s) shall give the Service, the Comptroller General, or any other auditor selected by the Service, through any authorized representative, access to and the right to examine all books, papers, or documents related to the award.
 - E. The Cooperator(s) shall comply with all Federal statutes relating to non-discrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, handicap, or national origin.
 - F. Improvements placed on Service land at the direction of either of the parties shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Service as all other Service improvements of a similar nature. (Use as applicable)
 - G. No part of this agreement shall entitle the Cooperator(s) to any share or interest in the project other than the right to use and enjoy the same under existing regulations of the Service. (Use as applicable generally for projects where improvements are placed on Service lands.)
 - H. No member of, or Delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
 - I. The Cooperator(s) shall obtain the prior review and approval of the Service for all printed and other informational materials distributed to the public by the Cooperator in connection with this agreement.
- V. **PROJECT OFFICERS** - Project Officers, for the purpose of administering this agreement, including the receiving and reviewing of reports, are:

For the Service:

Joyce Mazourek/Wildlife Biologist
U.S. Fish and Wildlife Service
J.N. "Ding" Darling NWR
1 Wildlife Drive
Sanibel, Florida 33957
239-472-1100 ext. 231

For the Cooperator(s):

Rob Loflin
Sanibel Natural Resources Department
Sanibel City Hall
800 Dunlop Road
Sanibel, Florida, 33957
239-472-3700

VI. PERIOD OF AGREEMENT - This Challenge Cost-Share Agreement will be effective September 1, 2008 and will continue in effect until **September 30, 2009**. It may be modified, extended, or terminated at any time by any party by giving 30 days written notice or by mutual agreement of the parties.

VII. CERTIFICATION ADDENDUM - By signature below, the Cooperator(s) affirms that no less than 50 percent of the total cost of each project will be contributed by the Cooperator and that no portion of their contribution is of Federal origin. Cost share values can be derived from labor, in-kind services, material, equipment, land, water, and/or cash.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the last date written below.

U.S. FISH AND WILDLIFE SERVICE COOPERATOR

BY: _____
(Name and Title)

BY: _____
(Name and Title)

U.S. Fish and Wildlife Service

(Organization name)

(Date)

(Date)

APPROVED AS TO FORM:

Kenneth B. Giff
CITY ATTORNEY

APPROVED FINANCIAL SUFFICIENCY
Sylvia A. Edwards
Sylvia A. Edwards, Finance Director

VIII. **CCSA SUFFICIENCY REVIEW**

BY: _____ DATE: _____

Contracting Officer, FWS #