

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$1,200,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(300,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$900,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X

Budget Account No.:

Fund ___ Agency ___ Org. ___ Object ___ Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact

Florida Department of Environmental Resources Management
 Matched with Natural Areas Funds. *The match is in the Budget.*

C. Department Fiscal Review: *JF*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

[Signature] 6-6-07
 OFMB Contract Administrator
[Signature] 6/8/07

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

Department Director

**TASK ASSIGNMENT CHANGE ORDER FORM
DEP CONTRACT NO. SL-898**

Date: May 18, 2007

Task Assignment Number: SE-107

Project Title: Loxahatchee Slough Central

Contractor Name: Palm Beach County

MA#:

Contractor Contract Manager: Mark Romagosa *Frank G. H. H.*

Phone #: (561) 233-2400

Contractor Ground Crew Supervisor: _____

Cellular #: () -

DEP Contract Manager: Greg Jubinsky

Phone #: (850) 245-4821

DEP Site Manager: Jackie Smith

Phone #: (772) 871-5407

Task Description and Payment Schedule. Exhibit 1 describes the scope of work for this project. The Contractor is not authorized to perform work on any additional sites or plant species until such time as the DEP and the Contractor have fully executed a Change Order for said additional work. Any work performed by the Contractor contrary to this Task Assignment shall be at the Contractor's expense. Contractor may provide one final invoice upon conclusion of this project.

Deliverables:

- 100% of target vegetation identified in the attached scope of work shall be treated to prevent re-sprouting. If 95% control is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the area will be the responsibility of the Contractor at no cost to the contracting entities.
- Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
- Upon Site Manager approval, the Contractor is authorized to control incidental occurrences of any current EPPC category one or category two invasive exotic plant species encountered within the Project Site(s). Costs for these control operations shall in no case exceed the total Task Assignment value and must not jeopardize the Contractor's ability to achieve the required level of control for the primary target species within the designated area(s) and time frame. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.

Task Assignment Term: Execution of Task Assignment through **June 20, 2007**

Task Assignment Type:
Fixed Price

Amount Not To Exceed:
\$300,000.00

TOTAL TASK ASSIGNMENT VALUE:

\$300,000.00

FUNDING INFORMATION:

ORG CODE	EO	OBJECT CODE	MODULE	SPEC. CAT.	PROJECT #	YEAR	AMOUNT
3710-2800-222	Q7	139904		102334	SE-107	06-07	\$300,000.00

CONTRACTOR

Richard E. Wally 5/29/07
Contract Manager Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

[Signature] 5/18/07
DEP Contract Manager Date

SITE MANAGER

Jackie Smith 5/29/07
Jackie Smith Date

Pam Stephens 5/18/07
BIPM Cost Center Admin. Date

[Signature] 5/18/2007
BIPM Bureau Chief Date

[Signature] 5/18/07
Division Director or designee Date

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cc: Gwenn Godfrey, Contracts Office (MS 93)

TASK ASSIGNMENT RESPONSIBILITIES

RESPONSIBILITIES OF THE CONTRACTOR:

Unless otherwise established in the Task Assignment, the Contractor shall complete all work as set forth in the attached Scope of Work in full compliance with the terms of the Contract. The responsibilities of the Contractor include but are not limited to:

1. The Contractor shall notify the designated site manager no less than seven (7) days prior to initiating work and, after initiating work, shall maintain communication with the site manager on progress and/or problems and work completion;
2. The certified ground crew supervisor, employed by the contractor and designated on page one of the Task Assignment must be present at all times when work on the site is underway;
3. Ground crew supervisors shall be responsible for all plant control activities and crew safety on project sites. Every effort shall be made by the Contractor to avoid damage to native vegetation and wildlife, which includes site disturbance;
4. Ground crew supervisors shall be pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Natural Areas, Forestry, Aquatics, or Right-of-Way categories. A copy of each supervisor's FDACS certification will be provided to the site manager prior to initiation of on-site supervisory duties;
5. Ground crew supervisors may supervise a maximum of eight (8) field employees at any given time, unless otherwise noted in the Task Assignment;
6. Ground crew supervisors shall be responsible for the collection, recording, and timely submission of all data and reports required. At weekly intervals and at the completion of initial treatments and site reassessment, a complete report will be submitted to the site manager detailing sites treated, number of plants or size of area treated, and type of treatment used. These data will be recorded on the "Daily Progress Report" (DPR); it is the responsibility of the Contractor to submit complete and correct DPR(s) to the DEP;
7. The Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements, and shall be liable for damage due to a herbicide spill or contamination;
8. The Contractor shall submit an original invoice and fully completed and signed DPR to the Bureau of Invasive Plant Management, 3900 Commonwealth Boulevard, MS 705, Tallahassee, Florida 32399-3000.
9. To ensure that the selected Contractor provides the best service to public conservation land managers, the DEP has instituted a "Three Points Rule." Failure to fulfill the above responsibilities shall subject the Contractor to an assessment of "points" as set forth in the Contract. An accrual of three points will make the selected Contractor ineligible to participate in any new pre-quote meetings for one year.

ISSUE

ISSUE	PENALTY
1 Incomplete invoice package	1/2
2 Unacceptable non-target damage	2
3 Herbicide contamination/spill	1
4 Inability to complete the task specifications within completion date	1/2
5 Unacceptable site disturbance	1
6 Absence of certified ground crew supervisor	1
7 Failure to notify Site Manager no less than seven (7) Days prior to initiating work (unless authorized by DEP)	1/2
8 Failure to maintain communication with site manager on progress/problems and work initiation or completion	1/2
9 Failure to obtain 95% control within a given project area	1 1/2
10 Failure to obtain approval to subcontract	1/2

RESPONSIBILITIES OF THE SITE MANAGER:

1. The Site Manager shall be responsible for instructing the Contractor on the areas and plants to be controlled and provide necessary maps and other pertinent information to locate work sites;
2. The Site Manager reserves the right to inspect, at any time, the Contractor's procedure, spray system(s), spray solution(s), and other ancillary equipment, and to approve operating personnel. Inspection, however, will not relieve the Contractor of any obligations or responsibilities nor will it transfer any liability to the lands listed under "Project Location."
3. Before signing the DPR(s) the Site Manager shall verify that the content of the DPR(s) reflect control operations observed in the field and outlined in the approved scope of work. It is the responsibility of the Contractor to submit complete and correct DPR(s) to the DEP.

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Loxahatchee Slough Central – Melaleuca Project

CONTACT PERSON: Melissa Tolbert, PBCDERM, 2300 N. Jog Road, West Palm Beach, FL 33411-2743, 561/233-2562, Fax 233-2414, mtolbert@co.palm-beach.fl.us

PROJECT LOCATION

Loxahatchee Slough Natural Area, managed by Palm Beach County Department of Environmental Resources Management (ERM), is located in northern Palm Beach County. The core of the Loxahatchee Slough Natural Area is located south of Jupiter Farms/Palm Beach Country Estates, generally east of the Beeline Highway, north of Northlake Boulevard, and west of Mirasol/PGA National. The Slough is an integral property for the greenways between Jonathan Dickinson State Park, J.W. Corbett Wildlife Management Area (WMA), Hungryland Slough Natural Area and the City of West Palm Beaches' Water Catchment Area. All of these sites are successfully being managed for exotic vegetation species removal. The C-18 canal bisects the core of the Slough. The project area is west of the C-18 canal, south of the C-18 west leg, north of PGA Blvd. and east of Sandhill Crane.

PROJECT DESCRIPTION

While the entire Loxahatchee Slough Natural Area is an upland/wetland mosaic that totals more than 11,000 acres, the project area is approximately 2152 acres. Water flows through the Loxahatchee Slough and eventually drains into Florida's only Federally listed Wild and Scenic River - the Loxahatchee River. The project site is predominantly freshwater marsh interspersed with small areas of cypress domes and bay swamps, and oak hammock ridge that runs north-south. Melaleuca is scattered throughout the project area and can also be found in dense stands. This project consists of the mechanical treatment and ground control treatment of melaleuca throughout the project site.

SCOPE OF WORK

Heavy equipment, such as an excavator with a drum chopping head, will be used to mulch melaleuca trees that are in dense stands. County staff will use a vendor from one of the County's master agreements; an hourly rental of equipment and operator contractor. No permits are necessary, and work can be initiated within weeks of a grant agreement contract. The mechanical work would be conducted in the winter/spring timeframe to take advantage of the dry season and lower water levels on the site at that time of year. The estimated cost for the mechanical work is \$200,000.

Ground crews will treat melaleuca using the cut stump and/or hack-and-squirt method followed by an application of the herbicide Arsenal. The cambium of the trunk shall be treated (thoroughly wet but no runoff) as soon as possible. A blue indicator dye shall be used in all Arsenal applications to distinguish treated from untreated plants. All seedlings less than one quarter inch shall be pulled up from the ground and placed on vegetation so as to prevent their roots from touching the ground or water. The estimated cost for ground control treatment is \$1,000,000.

2007 - **1090**

BGEX - 380 060607*1767
 BGRV - 380 060607*573

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
FUND 3900, Capital Outlay

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED 5/29/2007	REMAINING BALANCE
<u>REVENUES</u>							
<u>Loxahatchee Slough</u>							
381-E270 3439 State Grant	0	0	300,000	0	300,000		
TOTAL RECEIPTS & BALANCES	38,521,780	40,503,358	300,000	0	40,803,358		
<u>EXPENDITURES</u>							
<u>Loxahatchee Slough-Ecosite 109</u>							
381-E270 6504 Iotb non infrastructure	0	1,267,102	300,000	0	1,567,102		1,567,102
TOTAL APPROPRIATIONS & EXPENDITURES	38,521,780	40,503,358	300,000	0	40,803,358		

Environmental Resources
 Management

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
 AT MEETING OF

INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Richard E. Walsby

June 19, 2007
 Deputy Clerk to the
 Board of County Commissioners

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