

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

**AGENDA ITEM SUMMARY**

Meeting Date: July 10, 2007                             Consent                             Regular  
    Workshop                             Public Hearing

Department

Submitted By:                            Environmental Resources Management  
Submitted For:                            Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: 2007 Public Lands Grant Program application rankings as recommended by the County’s Natural Areas Management Advisory Committee (NAMAC).

**Summary:** On February 25, 2003, the Board of County Commissioners (BCC) approved Countywide Prohibited Invasive Non-native Vegetation Ordinance (R2003-011), along with five (5) incentive/financial assistance programs and associated funding, for the removal of the nine (9) prohibited non-native invasive plant species from privately and publicly-owned property. One (1) incentive program, the Public Lands Grant Program, provides monies to municipalities and other public agencies for the removal of invasive non-native vegetation from publicly-owned lands. NAMAC has reviewed and ranked this year’s grant applications. The Department of Environmental Resources Management (ERM) recommends the funding of fifteen (15) ranked projects for a total of \$434,000. On February 25, 2003, the BCC authorized the County Administrator or his designee to execute interlocal agreements for this program. Districts 1, 2, 3, 4, 6 and 7 (SF)

**Background and Justification:** During workshops held before the BCC on June 27, 2000 and November 20, 2000, general direction was provided to staff concerning the removal of prohibited invasive non-native vegetation from improved parcels by 2006. Through a series of workshops with the BCC, League of Cities Environmental Subcommittee, Citizens’ Task Force (CTF), Land Use Advisory Board, professional groups and interested citizens, ERM devised a phased-in approach to remove nuisance vegetation along with targeting the prohibited plant species on properties within 500 feet of a natural area, and provided incentives for their removal and the protection of the natural areas in the County.

(Continued on page 3.)

**Attachments:**

1. Public Lands Grant Program, NAMAC grant project recommendations
2. Map of Grant Projects Locations
3. 2007 Public Lands Grant Program Application Package

Recommended by: Richard E. Wolinsky                            6/18/07  
   Department Director                            Date

Approved by: [Signature]                            6/19/07  
   County Administrator                            Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>434,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$434,000</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3900 Department 381 Unit E100 Object 8101  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact**

Capital outlay fund (3900).

C. Department Fiscal Review: *AP*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

*AP* 6/22/07 6/20/07 6/22/07  
 OFMB Contract Dev. and Control @125/07

**B. Legal Sufficiency:**

*Shawn Jay*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**Background and Justification (continued from page 1):**

On February 25, 2003, the BCC approved the Palm Beach County Countywide Prohibited Invasive Non-native Vegetation Removal Ordinance and a \$1,250,000 budget to fund five (5) incentive/financial assistance programs for the removal of the nine (9) prohibited non-native invasive plant species from privately and publicly-owned property. Since the grants inception in 2003, the County has awarded over \$1,430,361 to fifty-two (52) projects worth an estimated \$2,750,000.

On June 15, 2007, NAMAC reviewed and ranked this year's grant applications. NAMAC & ERM recommends the funding of fifteen (15) of the submitted eighteen (18) projects for a total of \$434,000. ERM budgets \$400,000 for the grant awards; however, end-of-project reimbursement requests are typically ten percent (10%) under awarded amount.

After BCC approval of the rankings, the funded applicants will enter into an interlocal agreement with the County with a project completion date of August 31, 2008. The standard form of interlocal agreement and delegation were approved by the BCC on February 25, 2003. Each funded applicant must submit a final report along with invoices detailing the removal of the invasive vegetation in order to be reimbursed for the project costs.

The Public Lands Grant Program is further described in the enclosed grant application package along with a map detailing the locations of the submitted grant projects.

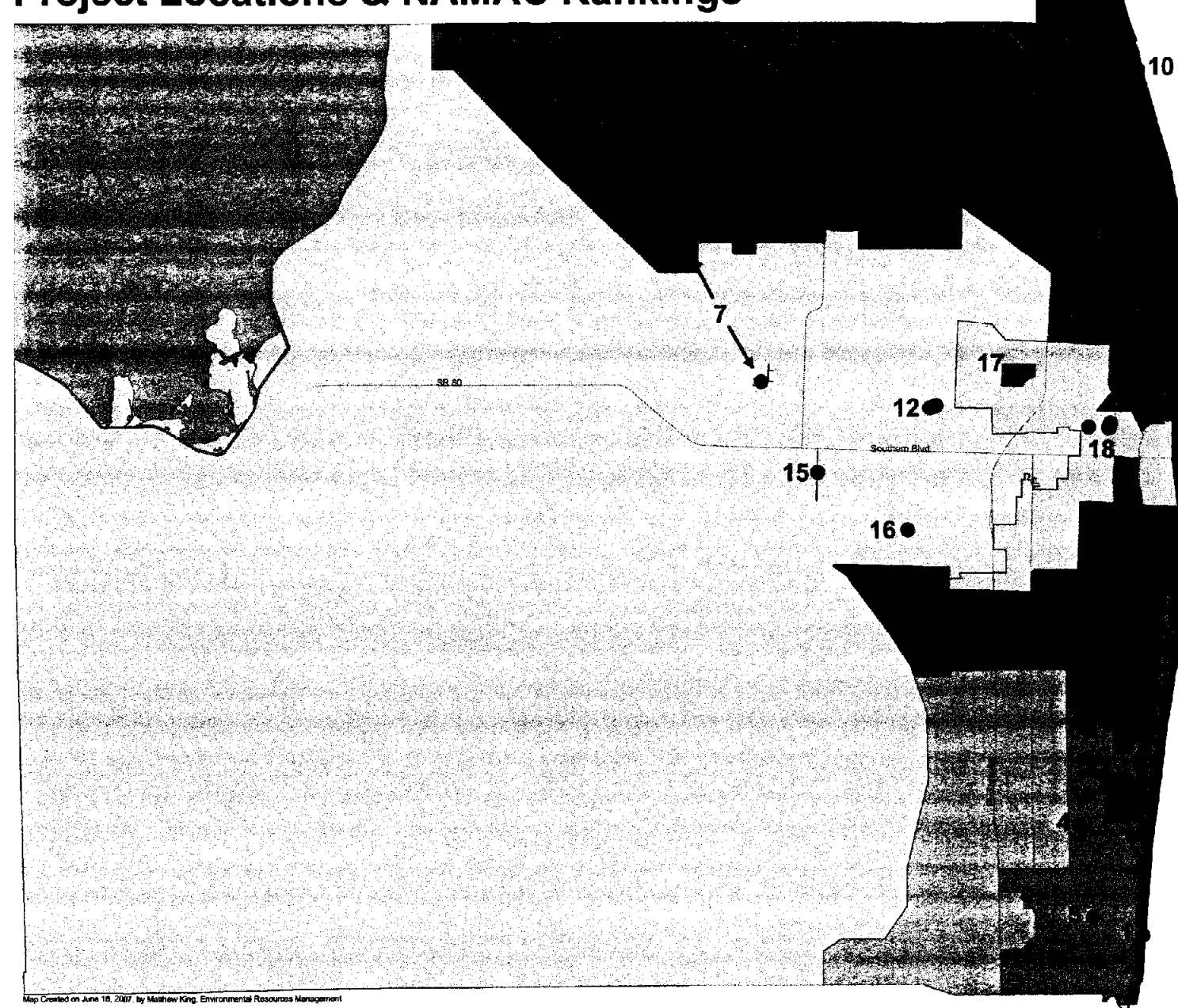


# PALM BEACH COUNTY 2007 PUBLIC LANDS GRANT PROGRAM GRANT APPLICATIONS - NAMAC RECOMMENDATIONS

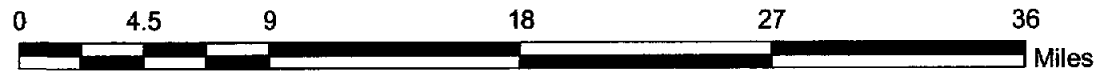
NAMAC RANK	APPLICANT	PROJECT	GRANT \$	MATCH	NAMAC SCORE	RUNNING BALANCE	RECOMMENDATION
1	West Palm Beach, City of	Apoxee Preserve - Exotic Removal Phase 5	\$50,000.00	\$50,000.00	110.714	\$50,000.00	Fund - Approve As Submitted
2	Boca Raton, City of	Red Reef Park & Gumbo Limbo Nature Center Exotic Removal	\$25,000.00	\$25,000.00	109.000	\$75,000.00	Fund - Approve As Submitted
3	Palm Beach County - Parks & Recreation	Carlín Park Natural Area Restoration	\$36,200.00	\$36,200.00	104.167	\$111,200.00	Fund - Approve As Submitted
4	Jupiter, Town of	Jones Creek Preserve	\$5,000.00	\$5,000.00	102.667	\$116,200.00	Fund - Approve As Submitted
5	Delray Beach, City of	Leon Weekes Park	\$5,000.00	\$50,000.00	101.571	\$121,200.00	Fund - Limit to \$5,000
6	South Florida Water Management District	Sandhill Crane Natural Area	\$50,000.00	\$50,000.00	99.286	\$171,200.00	Fund - Approve As Submitted
7	South Florida Water Management District	DuPuis Management Area	\$50,000.00	\$50,000.00	98.429	\$221,200.00	Fund - Approve As Submitted
8	Indian Trail Improvement District	M1 & M2 Basin Detention Areas Conservation Area Maintenance Program	\$20,000.00	\$20,000.00	90.500	\$241,200.00	Fund - Approve As Submitted
9	Florida Atlantic University		\$27,700.00	\$27,700.00	88.857	\$268,900.00	Fund - Approve As Submitted
10	Boynton Beach, City of	Quantum Park	\$5,000.00	\$5,000.00	84.857	\$273,900.00	Fund - Approve As Submitted
11	North Palm Beach, Village of	Lakeside Park - Phase II	\$35,000.00	\$35,000.00	84.143	\$308,900.00	Fund - Approve As Submitted
12	Royal Palm Beach, Village of	Okeechobee Park Exotics Removal	\$50,000.00	\$50,000.00	83.143	\$358,900.00	Fund - Approve As Submitted
13	Delray Beach, City of	Orchard View Park Air Potato Removal	\$5,100.00	\$5,100.00	81.857	\$364,000.00	Fund - Approve As Submitted
14	Golf, Village of	Village of Golf	\$20,000.00	\$20,000.00	80.167	\$384,000.00	Fund - Approve As Submitted
15	Riviera Beach, City of	Bicentennial Park Australian Pines Removal	\$50,000.00	\$50,000.00	77.429	\$434,000.00	Fund - Approve As Submitted
16	Wellington, Village of	Flying Cow Road	\$25,000.00	\$25,000.00	74.857	\$459,000.00	Do Not Fund
17	Wellington, Village of	Village Park Open Space	\$5,875.00	\$5,875.00	67.143	\$464,875.00	Do Not Fund
18	Westgate/Belvedere Homes CRA	Australian Pine Removal on CRA Greenspace	\$14,130.00	\$14,130.00	62.857	\$479,005.00	Do Not Fund

Attachment 1

# 2007 Public Lands Grant Program Project Locations & NAMAC Rankings



Map Created on June 18, 2007, by Matthew King, Environmental Resources Management



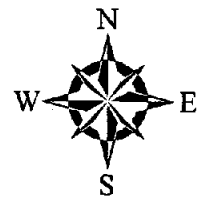
## GRANT APPLICATIONS:

#	APPLICANT	PROJECT	GRANT \$	NAMAC RANK
1	Boca Raton, City of	Red Reef Park/Gumbo Limbo Nature Center Exotic Removal	\$25,000.00	2
2	Boynton Beach, City of	Quantum Park	\$5,000.00	10
3	Delray Beach, City of	Leon Weekes Park	\$5,000.00	5
4	Delray Beach, City of	Orchard View Park Air Potato Removal	\$5,100.00	13
5	Florida Atlantic University	Conservation Area Maintenance Program	\$27,700.00	9
6	Golf, Village of	Village of Golf	\$20,000.00	14
7	Indian Trail Improvement District	M1 & M2 Basin Detention Areas	\$20,000.00	8
8	Jupiter, Town of	Jones Creek Preserve	\$5,000.00	4
9	North Palm Beach, Village of	Lakeside Park - Phase II	\$35,000.00	11
10	Palm Beach County - Parks & Recreation	Carlin Park Natural Area Restoration	\$36,200.00	3
11	Riviera Beach, City of	Bicentennial Park Australian Pines Removal	\$50,000.00	15
12	Royal Palm Beach, Village of	Okeechobee Park Exotics Removal	\$50,000.00	12
13	South Florida Water Management District	DuPuis Management Area	\$50,000.00	7
14	South Florida Water Management District	Sandhill Crane Natural Area	\$50,000.00	6
15	Wellington, Village of	Flying Cow Road	\$25,000.00	16
16	Wellington, Village of	Village Park Open Space	\$5,875.00	17
17	West Palm Beach, City of	Apoxee Preserve - Exotic Removal Phase 5	\$50,000.00	1
18	Westgate/Belvedere Homes CRA	Australian Pine Removal on CRA Greenspace	\$14,130.00	18

Grant Application Project Areas

### Commission Districts

- District 1
- District 5
- District 2
- District 6
- District 3
- District 7
- District 4



The data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and is in a constant state of maintenance, correction and update.

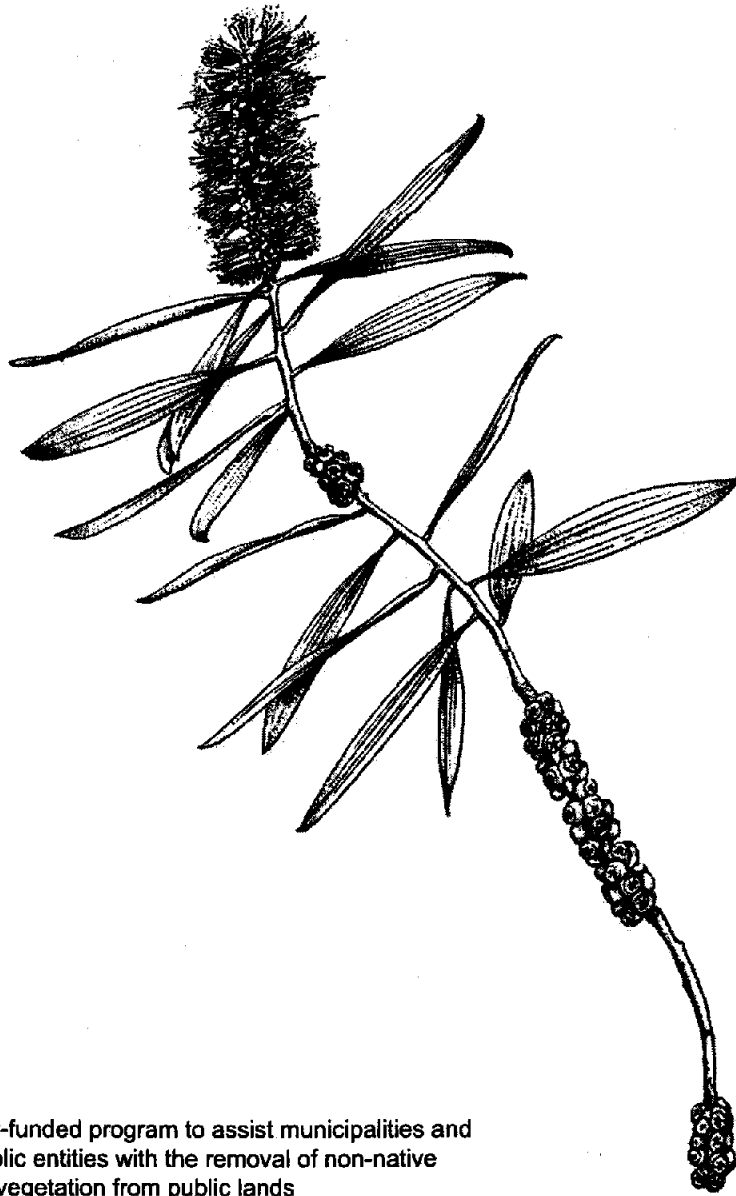


**Palm Beach County Board of County Commissioners**

**Invasive Non-native Vegetation Removal Incentives**

**PUBLIC LANDS GRANT  
PROGRAM**

**Guidelines & Application - 2007**



A County-funded program to assist municipalities and other public entities with the removal of non-native invasive vegetation from public lands



Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411  
Phone 561-233-2400 Fax 561-233-2414  
[www.pbcgov.com/erm](http://www.pbcgov.com/erm)



**PALM BEACH COUNTY  
PUBLIC LANDS GRANT PROGRAM  
INVASIVE NON-NATIVE VEGETATION REMOVAL APPLICATION PACKAGE  
COUNTY FISCAL YEAR 2007 - 2008**

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**Program Description**

The Palm Beach County Board of County Commissioners has initiated a program administered by the County's Department of Environmental Resources Management (ERM) to assist municipalities and other public entities with the removal of invasive non-native vegetation from public properties in Palm Beach County. Each fiscal year, subject to budget availability and approval, the County will make available \$400,000 for a matching grant program on a reimbursement basis, with a \$50,000 maximum for each individual project.

**Qualified Applicants**

Municipalities participating with the County's Prohibited Invasive Non-native Vegetation Removal Ordinance, 298 drainage districts, special districts, public schools, and public universities in Palm Beach County.

**Application Deadline**

The attached three-page application, required attachments, and a minimum of three and a maximum of ten digital photographs (copy onto a CD-R) of the project site, should be completed and received by the Grant Coordinator by **5:00 PM, May 29, 2007**, at the address provided on the application. Information should be provided on the front side of the application only. Applications submitted by facsimile transmission will not be accepted.

**Funding Requirement**

Except as provided in this section, funds from this grant may only be applied to the actual costs incurred for the initial removal or eradication of invasive non-native vegetation. The grant is only for projects that propose treatment of new or local (outlier) infestations or containment of invasions to new areas. No part of this grant shall be used for project management, administration or overhead. The grant may not be used to cover costs associated with the preparation, submission or presentation of the funding application. A small amount of each grant (up to 5%) may be used for environmental education relating to the invasive vegetation removal associated with the project. The educational component may not be used for the purchase of equipment.

**Project Match Requirement**

Applicants must be able to provide at least a fifty (50%) percent match of the total project cost. The applicant's cost-share match can be direct (actual) contributions (e.g., equipment/material/expenses/labor), funding from other grants, replanting with Florida native vegetation, and/or up to 10% for in-kind services (e.g., initial planning and design). The municipalities of Belle Glade, Mangonia Park, Pahokee, and South Bay are only required to meet a 25%/75% match.

**Minimum Criteria**

1. Project must be submitted by a qualified applicant and must be designed to remove one or more of the County's nine prohibited plant species (Air potato, Australian pine, Brazilian pepper, carrotwood, earleaf acacia, kudzu, old-world climbing fern, melaleuca, umbrella tree).
2. Project must be located on public lands managed or maintained for greenspace, or preservation/conservation.
3. Project cannot be a required mitigation project with an invasive plant removal requirement.
4. Follow-up monitoring and maintenance of control site by managing agency must be available in perpetuity.
5. Planting/restoration plan (if applicable) must include Florida native vegetation and may not include Florida Exotic Pest Plant Council Category I or II plant species (see [www.fleppc.org](http://www.fleppc.org) for most current list).
6. Project must have a minimum fifty-percent project match, except for those municipalities specified in the Project Match Requirement section.
7. Project cannot involve the clearing of native vegetation.
8. Project proposes treatment of new or local (outlier) infestations. Grant cannot be used for maintenance of invasive vegetation previously treated under prior Public Lands Grant.
9. Cannot be used for the initial clearing of invasive vegetation on projects destined for infrastructure improvement.

**PALM BEACH COUNTY  
PUBLIC LANDS GRANT PROGRAM - INVASIVE NON-NATIVE VEGETATION REMOVAL  
APPLICATION PACKAGE - COUNTY FISCAL YEAR 2007 - 2008**

**Judging Criteria**

<b>TOTAL POINTS</b>	<b>CRITERIA</b>
20	Project site is a natural/conservation area vs. disturbed/developed site.
15	Native plant communities and/or wildlife habitats benefit from the proposed project
15	Site is connected to or in close proximity to other public conservation lands.
10	Project location and/or location of invasive vegetation are highly visible to the public
10	Project builds upon established invasive vegetation control programs or applicant identifies specific means to implement an ongoing maintenance program for the project area that targets invasive non-native plants
10	Project is cost effective: matching funds are secured, volunteer labor is being used to the extent possible, and equipment and labor/contractor costs are reasonable, pay scale not excessive.
10	Project includes a public outreach/education component.
10	Municipal, local agency, county, state or federal project (Municipal = 10pts., local agency = 8pts., County = 6pts., State = 4pts, Federal = 2pts.)

**Application Processing & Awarding**

Applications will be reviewed by ERM staff and a modified Natural Areas Management Advisory Committee (NAMAC) for general compliance with grant criteria to determine eligibility. NAMAC will constitute the selection committee and will meet on June 15, 2007 to determine the final grant award based on the minimum judging criteria listed above. Projects will be funded by order of ranking until all available funding is encumbered. NAMAC grant award recommendations will be submitted to the July 10, 2007 BCC meeting for approval. Grant Interlocal Agreements (sample attached) will be mailed to successful applicants for the appropriate signature and due back to the County by September 14, 2007. Funds spent prior to the Interlocal Agreement execution date or after the agreement termination date will not be eligible for reimbursement or count towards matching funds.

**NOTE: It is not permitted for an applicant to contact any NAMAC Selection Committee members regarding their grant application(s). Any contact may be cause for an application to be rejected.**

**Grant Agreement**

Selected applicants for funding must enter into a grant agreement with the Board of County Commissioners for review of contract deliverables, certified invoices detailing project cost, and payment of reimbursable grant funds. Reimbursement costs are available only for expenses that occur after the contract execution date. The project needs to be completely developed, permitted as appropriate and completed with a final report submitted to ERM by **August 31, 2008**. The following items will be required as part of the grant interlocal agreement:

1. A final inspection by ERM as a prerequisite to final reimbursement.
2. Reimbursement requests must be made using the enclosed Reimbursement Summary Form and must be accompanied by original invoices and proof of payment.
3. A copy of a brief news release highlighting the successes of the project and acknowledging the contribution of the grant towards the project success.
4. A final report (1-2 pages) summarizing the project, including a description of the treatment area, along with photographs, must be submitted along with the reimbursement request and news release.





**PALM BEACH COUNTY  
PUBLIC LANDS GRANT PROGRAM 2007-2008  
INVASIVE NON-NATIVE VEGETATION REMOVAL**

**ADMINISTRATIVE INFORMATION**

Project Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Agency: \_\_\_\_\_

Contact Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

**PROJECT INFORMATION**

Amount of Grant Request: \_\_\_\_\_ Total Project Cost: \_\_\_\_\_

Matching Funds Available? If yes, describe the specific sources and amounts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Estimated Project Start Date: \_\_\_\_\_ Estimated Project Completion Date: \_\_\_\_\_

**Minimum Criteria Description**

*Describe, in detail, in the space provided, how this project meets each of the six (6) minimum criteria. If more space is required, please attach a separate page and note question number.*

1. Project must be submitted by a qualified applicant and must be designed to remove one or more of the County's nine prohibited plant species (Air potato, Australian pine, Brazilian pepper, carrotwood, earleaf acacia, kudzu, old-world climbing fern, melaleuca, umbrella tree).  
 \_\_\_\_\_  
 \_\_\_\_\_
2. Project must be located on public lands managed or maintained for greenspace, or preservation/conservation.  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Project cannot be a required mitigation project with an invasive plant removal requirement.  
 \_\_\_\_\_  
 \_\_\_\_\_

**Minimum Criteria Description - Continued**

4. Project applicant must have financial means for perpetual follow-up maintenance. *Describe follow-up schedule and funding source for perpetual maintenance*  
\_\_\_\_\_
5. Planting/restoration plan (if applicable) must include Florida native vegetation and may not include Florida Exotic Pest Plant Council Category I or II plant species (see [www.fleppc.org](http://www.fleppc.org) for most current list).  
\_\_\_\_\_
6. Project must have a minimum fifty-percent project match, except for those municipalities specified in the Project Match Requirement section. *Describe funding source for match and how match will be used.*  
\_\_\_\_\_
7. Project cannot involve the clearing of native vegetation.  
\_\_\_\_\_
8. Project proposes treatment of new or local (outlier) infestations or containment of invasions to new areas.  
\_\_\_\_\_
9. Cannot be used for the initial clearing of invasive vegetation on projects destined for infrastructure improvement.  
\_\_\_\_\_

**Project Location Description**

*Describe project location, nearest cross streets, property type (natural area, open space, easement...), property use, property owner, agency(s) with management responsibility. Include natural area description if applicable. \*\*Attach a site plan showing the project elements along with a general location map and an aerial photo of the project vicinity. Maps should be no greater than 11" x 17."\*\**

\_\_\_\_\_

Include Project Location X, Y Coordinates in State Plane NAD 1983: X: \_\_\_\_\_ Y: \_\_\_\_\_

**Detailed Project Description**

*This description is to answer information for scoring the applications by the judging committee and for compliance with the minimum grant criteria. Must include project location description, targeted invasive non-native plant species, acreage of infestation, scope of work, will the work be performed in-house or contracted out (if contracted out, describe contract pricing), method of removal (mechanical, herbicides, hand pulling...), project milestones, and replanting species.*

**Project Narrative**

Provide any additional information that describes how the proposed project will meet each of the Judging Criteria noted in the application guidelines.

[Large blank area for Project Narrative]

**Project Budget**

Provide a proposed budget indicating how grant funds will be utilized and where the matching funds will be allocated

CATEGORY OF EXPENDITURE	AMOUNT	MATCHING FUNDS
Salaries	\$	\$
Fringe Benefits	\$	\$
Subcontracting:		
Planning	\$	\$
Design	\$	\$
Removal related Costs	\$	\$
Supplies/Other Expenses	\$	\$
Public Information / Outreach	\$	\$
<b>TOTAL REQUESTED</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>TOTAL GRANT AGREEMENT</b>	<b>\$ 0.00</b>	

Certification: I certify that to the best of my knowledge, all of the statements contained in this application are correct and complete.

Submit 10 copies and 1 original to the following address:

Public Lands Grant Program Coordinator  
Palm Beach County  
Dept. of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
(INSERT CITY OR PUBLIC AGENCY NAME, including improvement and water control/drainage districts)  
District \_\_\_\_\_**

This Interlocal Agreement (hereinafter "Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, between the \_\_\_\_\_, a municipality/public agency (*CHOOSE ONE*) located in Palm Beach County, Florida (hereinafter "Grantee") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, pursuant to Chapter 25.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within the boundaries of the County for joint performance, or performance of one unit or benefit of the other, for any of either governmental entity's authorized functions; and

**WHEREAS**, certain species of prohibited invasive non-native vegetation are spreading rapidly into natural areas in the County, displacing native vegetation, destroying wildlife habitat and creating undesirable vegetative monocultures; and

**WHEREAS**, certain species of prohibited invasive non-native vegetation have a variety of noxious qualities, including, but not limited to, adverse effects on human health, hazards to public safety, and undesirable aesthetics in the County; and

**WHEREAS**, the 1989 Comprehensive Plan, as amended, mandates that the County shall continue efforts to eradicate prohibited invasive non-native vegetation; and

**WHEREAS**, the nine prohibited invasive non-native plant species (Air Potato, Australian Pine, Brazilian

Pepper, Carrotwood, Earleaf Acacia, Kudzu, Old-world Climbing Fern, Melaleuca, and Queensland Umbrella Tree) are also found in both unincorporated and incorporated areas of the County; and

**WHEREAS**, eradication of prohibited invasive non-native vegetation will require the combined efforts of the municipalities and the County to stop their spread; and

**WHEREAS**, the Board of County Commissioners has established and funded a grant program to financially assist municipalities and other public agencies with removal of this invasive non-native vegetation from publicly owned lands and related educational activities, and

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

**ARTICLE 1 - PROJECT TO BE COMPLETED BY THE GRANTEE**

The Grantee agrees, during the term of this Agreement, to assist in the removal of invasive non-native vegetation within the County as specifically set forth in Exhibit A attached hereto and made a part hereof. The Grantee shall coordinate work on the project with the County's Department of Environmental Resources Management, hereinafter referred to as the Sponsoring Department, and shall submit all invoices, reports and records to the Sponsoring Department, as specifically set forth in Exhibit B and Article 8, hereof.

**ARTICLE 2 - PAYMENTS TO GRANTEE/REIMBURSABLE:**

The County shall pay to the Grantee reimbursement of the Grantee's expenses, an amount not to exceed Dollars (\$ \_\_\_\_\_) provided the Grantee completes the removal project as described in Exhibit A, and meets the estimated match requirement of Dollars (\$ \_\_\_\_\_) as noted in Exhibit A. Activities eligible for match reimbursement include (actual) contributions (e.g., equipment usage/direct operating expenses/in-kind services), funding from other non-County grants and replacement planting with vegetation native to Florida. Costs related to in-kind services (e.g., planning & design) shall be limited to salaries and fringe benefits. Only those costs incurred after the effective date of the Agreement will qualify as matching funds. County funding can be used to match grants from other non-County sources; however, the Grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one County-funded program. The Grantee will bill the County upon completion of the project, for expenses actually incurred and paid, up to the amounts set forth in Exhibit A for the project. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and

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acceptance by the County of a properly completed Payment Request Summary Form, provided as Exhibit B. In support of the Payment Summary form, the Grantee must also provide, from its accounting system, a listing of expenditures in detail sufficient to evidence actual payment and that said expense was necessary in the performance of the Scope of Work described in Exhibit A. The Grantee shall supply any further documentation such as copies of paid receipts, canceled checks, invoices or other documents deemed necessary by the County. All supporting invoices and receipts must clearly state that goods and/or services were invoiced to Grantee and not to an individual or "Cash." In the case of reimbursement for a portion of a salary, the canceled check submitted on invoice must be payable to the referenced individual and memorandum as such on the check. Reimbursement requests received from the Grantee will be reviewed and approved by the Department of Environmental Resources Management, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, which will indicate that the expenditures have been made in conformity with this Agreement and send the payment request to the County's Finance Department for final approval and payment. The invoice must be submitted along with a final report, as described in Article 2 below.

**ARTICLE 3 - AVAILABILITY OF FUNDS:**

The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

**ARTICLE 4 - INSURANCE**

A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Grantee acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes of \$500,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

B. In the event the Grantee maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the Grantee shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

C. The Grantee agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440.



D. When requested, the Grantee shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. The Certificate Holder will be: Palm Beach County, Dept. of Environmental Resources Management, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743.

E. Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Interlocal Agreement.

**ARTICLE 5 - INDEMNIFICATION:**

Without waiver of limitation as provided for in Section 768.28(5), Florida Statutes, and to the extent permitted by law, the County agrees to indemnify and hold harmless the Grantee from any claims, losses, demands or cause of action of whatsoever kind or nature that the Grantee, its agents or employees may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement that result from the County's negligence or willful misconduct. Without waiver of limitation as provided for in Section 768.28(5), Florida Statutes, and to the extent permitted by law, the Grantee agrees to indemnify and hold harmless the County from any claims, losses, demands or cause of action of whatsoever kind or nature that the County, its agents or employees, may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement that result from the Grantee's negligence or willful misconduct. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

**ARTICLE 6 - WARRANTY PERSONNEL:**

The Grantee warrants that all project-related services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Grantee further represents that it has, or will secure at its own expense, all necessary personnel required to complete the project under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to complete such project. Such personnel shall not be employees of or have any contractual relationship with the County.

**ARTICLE 7 - EQUAL OPPORTUNITY PROVISION:**

The County and the Grantee agree that no person shall, on the grounds of race, color, sex, age, national origin,

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disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**ARTICLE 8 - GRANTEE'S PROJECT-RELATED AGREEMENTS:**

The Grantee further agrees:

1. To allow the County through its Sponsoring Department to monitor Grantee to assure that the project is completed as outlined in the Exhibit A.
2. To provide the funds for the balance of the project not funded by the County.
3. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Agreement.
4. That all records shall be subject to the Public Records Chapter 119 Florida Statutes.
5. That the County shall be promptly reimbursed for any funds which are misused or misspent.
6. To complete the project, and submit a final 1-2 page project report to the County by the Agreement expiration date noted in Article 11 below. The final report shall include a Payment Request Summary Form along with documentation, as described in Article 2 above, and a copy of a brief press release highlighting the successes of the project and acknowledging the contribution of the grant towards the project success. Failure to submit completed reports within the specified time frame will result in a delay in payment and/or termination of this Agreement.

**ARTICLE 9 - ACCESS AND AUDITS:**

Grantee shall maintain adequate records to justify all charges, expenses and costs incurred in accordance with generally accepted accounting principals. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours during the term of this Agreement and for at least three (3) years after completion of the project.

**ARTICLE 10 - PUBLIC ENTITY CRIME CERTIFICATION:**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Grantee certifies that its suppliers, subcontractors and consultants who will perform hereunder, have not been placed

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on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

**ARTICLE 11 - EFFECTIVE TERM/TERMINATION:**

The term of this Agreement shall be effective on the date of execution of the Agreement by both parties and shall continue in full force until \_\_\_\_\_ (insert Agreement Expiration Date), unless otherwise terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days written notice by the terminating party to the other party, provided that the County will not arbitrarily or unreasonably deny funding to Grantee under the terms and conditions set forth herein.

**ARTICLE 12 - NOTICES:**

The County's representative/grant manager during the term of this Agreement is identified as:

Department of Environmental Resources Management  
Attn: Director  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411  
(561)233-2400 Fax: (561) 233-2414

The Grantee's representative/grant manager during the term of the Agreement is identified as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States mail to the County and Grantee representative/grant manager identified above, respectively, and with a copy to the Palm Beach County Attorney's Office, 301 North Olive Avenue, Sixth Floor, West Palm Beach, FL 33401.

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**ARTICLE 13- ENFORCEMENT COSTS**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties provided, however, that this clause pertains only to the parties to this Agreement.

**ARTICLE 14- COMPLIANCE WITH LAW**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**ARTICLE 15- REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given by law or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 16- SEVERABILITY**

In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**ARTICLE 17- ENTIRETY OF AGREEMENT**

The Grantee agrees that the Scope of Work has been developed from the Grantee's funding application and that the County expects performance by the Grantee in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control. The County and the Grantee both further agree that

this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 18 - COUNTY'S AUTHORITY TO EXECUTE AGREEMENT**

The Board of County Commissioners of Palm Beach County, Florida delegated the authority to execute this Agreement to the County Administrator, the Director and Deputy Director of the Department of Environmental Resources Management on February 25, 2003.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Grantee hereunto, this/her hand the day and year above written.

[CITY OR PUBLIC AGENCY NAME]  
(If water control/drainage district: A CORPORATION  
UNDER THE LAWS OF THE STATE OF FLORIDA)

PALM BEACH COUNTY, FLORIDA  
FORESTS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Mayor \_\_\_\_\_  
(or Improvement District President)

By: \_\_\_\_\_  
Richard E. Walesky, Director Date  
Environmental Resources Management

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

[If water control/drainage district:  
Its: \_\_\_\_\_  
[Title]  
Federal \_\_\_\_\_

By: \_\_\_\_\_  
Assistant County Attorney

(Corp. Seal)  
WITNESS:  
By: \_\_\_\_\_  
[Name] Date]

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City's Attorney

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**EXHIBIT B  
PAYMENT REQUEST FORM  
FOR INTERLOCAL AGREEMENT**

GRANTEE: \_\_\_\_\_

GRANTEE'S GRANT MANAGER: \_\_\_\_\_

COUNTY AGREEMENT NO.: R \_\_\_\_\_ - \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

PERFORMANCE PERIOD: \_\_\_\_\_

AMOUNT REQUESTED:\$ \_\_\_\_\_

MATCHING REQUIRED:\$ \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

[Effective Date of Grant through End of Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	MATCHING FUNDS
Salaries	\$	\$
Fringe Benefits	\$	\$
Subcontracting:		
Planning	\$	\$
Design	\$	\$
Removal related Costs	\$	\$
Supplies/Other Expenses	\$	\$
Public Information / Outreach	\$	\$
<b>TOTAL REQUESTED</b>	\$	\$
<b>TOTAL GRANT AGREEMENT</b>	\$	
<b>TOTAL REMAINING IN GRANT</b>	\$	

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above were for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

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