

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 7, 2008 (X) Consent () Regular
() Ordinance () Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) receive and file Task Assignments No. SE-124 and No. SE-125 to FDEP Contract No. SL898 (R2001-0772) totaling \$400,000 received from Florida Department of Environmental Protection (FDEP), under the Bureau of Invasive Plant Management Program (BIPM) to fund invasive plant removal at the Loxahatchee Slough Natural Area (\$200,000) and the Cypress Creek Natural Area (\$200,000).

B) approve Budget Transfer of \$330,355 in the Natural Areas Fund from Reserves to transfer to the Capital Outlay Fund to partially fund the \$400,000 County cost share; and

C) approve Budget Amendment of \$730,355 in the Capital Outlay Fund which establishes an \$800,000 budget for invasive plant removal at the Loxahatchee Slough (\$400,000) and Cypress Creek (\$400,000) Natural Areas comprised of \$400,000 from the FDEP Task Assignment SE-124 (\$200,000) and Task Assignment SE-125 (\$200,000) matched with a \$330,355 transfer from Natural Areas Fund Reserves and \$69,645 transferred within the Capital Outlay Fund from the Yamato Scrub, Hypoluxo Scrub, Lake Park Scrub, and Pond Cypress Projects which are capital complete.

Summary: Task Assignments No. SE-124 and No. SE-125 to FDEP Contract No. SL898 (R2001-0772) totaling \$400,000 have been received from FDEP, under the Bureau of Invasive Plant Management Program (BIPM). These task orders are effective from August 5, 2008 through May 31, 2009, for invasive plant control in the Loxahatchee Slough and Cypress Creek Natural Areas. This item includes the establishment of revenues from FDEP and the provision of the County cost share match from the Natural Areas Fund and re-allocation of residual balances from capital complete projects. Districts 1, 3, 4, and 7 (SF)

Background and Justification: These Task Assignments include work plans to control invasive plants in the Loxahatchee Slough and Cypress Creek Natural Areas. A budget needs to be established in FY09 to fund the cost of invasive plant removal to be performed in this location through May 31, 2009 totaling \$800,000. On May 15, 2001, the Board of County Commissioners approved the ten-year FDEP Contract No. SL898 (R2001-0772) and authorized the County Administrator to delegate Task Assignment signatory authority to ERM. FDEP will reimburse \$400,000 of the project costs. The Yamato Scrub (\$23,283), Hypoluxo Scrub(\$12,235), Lake Park Scrub(\$21,818), and Pond Cypress(\$12,309) projects are capital complete and will be managed directly out of the Natural Areas Fund.

- Attachments:
- 1. Task Assignment SE-124
 - 2. Task Assignment SE-125
 - 3. FDEP Contract No. SL898 (R2001-0772)
 - 4. Budget Amendment (3900)
 - 5. Budget Transfer (1226)

Recommended by: Richard E. W. [Signature] 9/16/08
Department Director Date

Approved by: [Signature] 10/1/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$800,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$400,000)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$400,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

FDEP – BIPM Program and the Natural Areas Fund

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

Atwillhite 9.22.08
 OFMB 9/22/08 CN 9/18/08

Don J. Jacobson 9/24/08
 Contract Administrator
9/24/08

B. Legal Sufficiency:

Monna Jay
 Assistant County Attorney

C. Other Department Review:

 Department Director

Attachment 1

**TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898**

Task Assignment Number: **SE-124**
 Contractor Name: Palm Beach County
 Contractor's Contract Manager: ~~Mark Romagosa~~ (561) 233-2400
Melissa Tolbert

Date: August 5, 2008
 Contract Manager: Greg Jubinsky (850) 519-0250
 Site Manager: Jackie Smith (772) 871-5407

Project Title: **Loxahatchee Slough Luckey Tract**

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 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 Contractors expense. The Contractor is authorized to subcontract this project. **Contractor shall submit seven partial and one final invoice for this project.**

Task Assignment Conditions and Deliverables:

1. Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
2. If 95% kill rate is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the plant will be the responsibility of the contractor at no cost to the contracting entities.
3. The Contractor shall notify the designated site manager prior to entering the work-site.
4. The Contractor shall provide written notification to the Contract Manager upon completion of treatment event(s).
5. 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 not exceed the established Task Assignment amount, and must not jeopardize the Contractor's ability to achieve the required level of control for the primary target species. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.
6. It is the responsibility of the Contractor to assure that all control operations outlined in the scope are completed and that invoices submitted for reimbursement do not exceed the established Task Assignment amount.

Final Treatment Completion Date: **May 31, 2009**

Please note: The quote received for this project by the County contractor is \$419,149.00. DEP will provide \$200,000.00 and Palm Beach County will provide the balance of funds for this project.

Task Assignment Type:	Amount Not To Exceed:
Cost Reimbursement:	\$200,000.00
 Total Task Assignment Value	 \$200,000.00

Funding Information:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
77358090200	22	139940		100340	898 SE-124	08-09	\$200,000.00

PALM BEACH COUNTY ENVIRONMENTAL
RESOURCES MANAGEMENT

FLORIDA FISH & WILDLIFE
CONSERVATION COMMISSION

Richard E. Walz 8/18/08
 Contract Manager Date

Greg Jubinsky 8/5/08
 Greg Jubinsky, Contract Manager Date
Paul Stephens 8/5/08
 Cost Center Administrator Date

William E. Cota 8/5/08
 Section Leader Date

[Signature] 8-11-08
 Division Director or designee Date

cc: Gwenn Godfrey, Contracts Office (MS93) – 1-Copy
 Contracts Disbursements Section (MS78) – 1-Copy

**TASK ASSIGNMENT RESPONSIBILITIES
DEP CONTRACT NO. SL898**

RESPONSIBILITIES OF THE CONTRACTOR:

1. The contractor agrees to commence work within ten (10) days of the notice to proceed on assigned projects and agrees to be available on a continuous basis within the contract period to complete work as specified herein;
2. The contractor shall notify the designated site manager prior to entering the work-site;
3. A ground crew supervisor, employed by the contractor, will be present at all times when work on the site is underway;
4. Ground crew supervisors will be responsible for all plant control activities on project sites and safety. Every effort shall be made by the Contractor to avoid damage to native vegetation and wildlife;
5. Ground crew supervisors will be pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Forestry 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;
6. The ground crew supervisor may supervise a maximum of eight (8) field employees at any given time, unless otherwise noted in the Task Assignment;
7. The Ground crew supervisor 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 and size of plants killed, and type of treatment used. This data will be recorded on the "Daily Report Form", Attachment C, Page 4 of 4 of DEP Contract No. SL816;
8. The contractor will strictly adhere to all herbicide label application, precautionary, and safety statements;
9. All control efforts shall be at least 90% effective in preventing re-sprout of treated target vegetation. If 90% kill rate is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the plant species listed under "Project Goals" in the project area will be the responsibility of the contractor at no cost to the contracting entities;

RESPONSIBILITIES OF THE SITE MANAGER:

1. The Site Manager shall be responsible for obtaining all permits related to the control and disposal of targeted vegetation unless otherwise noted in the Task Assignment;
2. 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;
3. 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."
4. Upon review and approval of the original invoice and corresponding Daily Reports of Operations, the Site Manager shall forward to the Bureau of Invasive Plant Management, 3915 Commonwealth Boulevard, MS 710, Tallahassee, Florida 32399-3000 within five (5) working days of receipt from the Contractor.

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Exhibit 1
Maintenance Control Project

**Loxahatchee Slough Natural Area
LUCKEY TRACT
Invasive Exotic Plant Control**

Working Group
Southeast Florida Invasive Exotic Plant Working Group

Site Managers
Melissa Tolbert and Harper Carroll
Palm Beach County
Department of Environmental Resources Management
2300 North Jog Rd, 4th Floor
West Palm Beach, FL 33411-2743
Phone: (561) 233-2562, mtolbert@co.palm-beach.fl.us
Phone: (561) 233-2561, hcarroll@co.palm-beach.fl.us

METHOD OF CONTROL
Contractual Services

PROJECT GOALS

The objective of this project is to provide for maintenance treatment of exotic plant species in the Luckey Tract of the Loxahatchee Slough Natural Area. Exotic species present at this site include: Old World climbing fern (*Lygodium microphyllum*), melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), Australian pine (*Casuarina* spp.), and downy rose-myrtle (*Rhodomyrtus tomentosa*). These five species are listed on the Florida Exotic Pest Plant Council's (FL-EPPC) Category I priority list. All other Category I or II exotic species that are found in the project area will also be treated. Follow up monitoring and maintenance of this control site will be administered in perpetuity by the County.



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Exhibit 1

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 Loxahatchee 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 Beach's Water Catchment Area. All of these sites are successfully being managed for exotic vegetation species removal. The C-18 canal, which bisects the core of the Loxahatchee Slough, lies to the east of the project area. The C-18 Canal West Leg lies immediately south of the project area. Residential areas known as Jupiter Farms and Wind in the Pines lie to the north and west of the project area, respectively.

PROJECT DESCRIPTION

While the entire Loxahatchee Slough Natural Area is an upland/wetland mosaic that totals more than 12,000 acres, the project area referred to as Luckey Tract is approximately 1994 acres (see attached project area map). This project area was initially treated with the assistance of BIPM grants as follows: West Luckey – 385 acres in 2006, West Central Luckey – 414 acres in 2006, East Central Luckey – 497 acres in 2007, and Ocean to Lake Trail North – 698 acres in 2007.

Water flows through the Loxahatchee Slough and eventually drains into the Loxahatchee River, which is a federally listed Wild and Scenic River. The project site is comprised predominantly of wet prairies, cypress domes, and hydric hammocks interspersed with mesic and hydric pine flatwoods. The wet prairies are composed mostly of spike-rush (*Eleocharis* spp.), beak-rush (*Rhynchospora* spp.), and occasional patches of pickerelweed (*Pontedaria cordata*) in the deeper areas. The cypress domes usually have numerous epiphytic bromeliads and a ground cover primarily dominated by ferns. The hydric hammocks are colonized by both temperate and tropical species including laurel oaks (*Quercus laurifolia*), live oaks (*Q. virginiana*), and cabbage palms (*Sabal palmetto*) in the canopy and white stopper (*Eugenia axillaris*), wild coffee (*Psychotria nervosa*), and satinleaf (*Chrysophyllum oliviforme*) in the midstory and understory. The mesic pine flatwoods canopy is dominated by slash pine (*Pinus elliottii* var. *elliottii*) while dahoon holly (*Ilex cassine*), wax myrtle (*Myrica cerifera*), and young cabbage palm comprise the midcanopy. The understory of the mesic pine flatwoods is composed primarily of saw palmetto (*Serenoa repens*) and Virginia chain fern (*Woodwardia virginica*). The hydric pine flatwoods canopy is also dominated by slash pine, with the midstory composed of dahoon holly and red bay (*Persea borbonia*), and the understory composed of saw palmetto and swamp fern (*Blechnum serrulatum*). The saw palmetto in this area covers greater than 50% of the understory, with the remaining area relatively open and dominated by herbaceous ground cover such as *Aristida* spp. and *Polygala* spp.

The work effort on this project consists primarily of follow-up treatment of Old World climbing fern that was found throughout the project area in every community type. Light infestations are still throughout the project area. In addition, melaleuca follow-up

Exhibit 1

treatments will be performed. Brazilian pepper and Australian pine are presently under control and will require minimal treatment. Downy rose-myrtle is difficult to control and is lightly scattered throughout the uplands.

A major effort is underway by the South Florida Water Management District (SFWMD) to re-hydrate the Loxahatchee Slough and repair the damage years of drainage have caused. A water control structure (G-160) was installed in 2003 that will enhance the hydroperiod within the Loxahatchee Slough by holding water levels at more natural elevations. This is anticipated to make ground access to exotic vegetation more difficult in the future.

WORK SPECIFICATIONS

Work performance shall consist of furnishing all labor, equipment, and supplies (including herbicide and adjuvants), and performing all operations for controlling exotic plants listed under **Project Goals** in the areas described in **Project Description**. Every effort shall be made by the contractor to avoid damage to native vegetation, or wildlife. The contractor shall be responsible for the control of all targeted exotic plants including mature trees, shrubs, saplings, seedlings, and vines.

Only the methods described below may be used for herbicide application unless specific instructions are given by the site manager:

1. Old World climbing fern shall be treated with a low volume foliar application of glyphosate with a blue indicator dye. Care shall be taken to prevent off-target damage to native plants.
2. Low volume herbicide applications with triclopyr shall be used to treat Brazilian pepper, downy rose-myrtle, and Australian pine in non-wetland areas, using basal bark or cut stump treatment methods. A red indicator dye shall be used in all triclopyr applications to distinguish treated from non-treated plants.
3. Melaleuca shall be treated using the cut stump and/or hack-and-squirt method followed by an application of the herbicide imazapyr. 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 imazapyr applications to distinguish treated from non-treated plants. All melaleuca seedlings less than one quarter inch diameter at ground level shall be pulled up from the ground and placed on vegetation so as to prevent their roots from touching the ground or water.
4. Downy rose myrtle shall be laced with a low volume foliar application of Arsenal. Care shall be taken to prevent any off-target damage to native plants.

Exhibit 1

OTHER REQUIREMENTS AND PROVISIONS

Listed Species

There are at least 3 reptile, 10 bird, 1 mammal, and 23 plant species recorded at Loxahatchee Slough Natural Area that have been listed as threatened or endangered by at least one government agency.

Restricted Areas

Care must be exercised to eliminate any disturbances to these endangered or threatened species, and species of special concern. These areas will be marked with flagging tape. The Site Manager will notify the contractor of known location(s) and review identification characteristics prior to work beginning on the site. The Site Manager will notify the contractor of any particular provisions or drawbacks to working in this area.

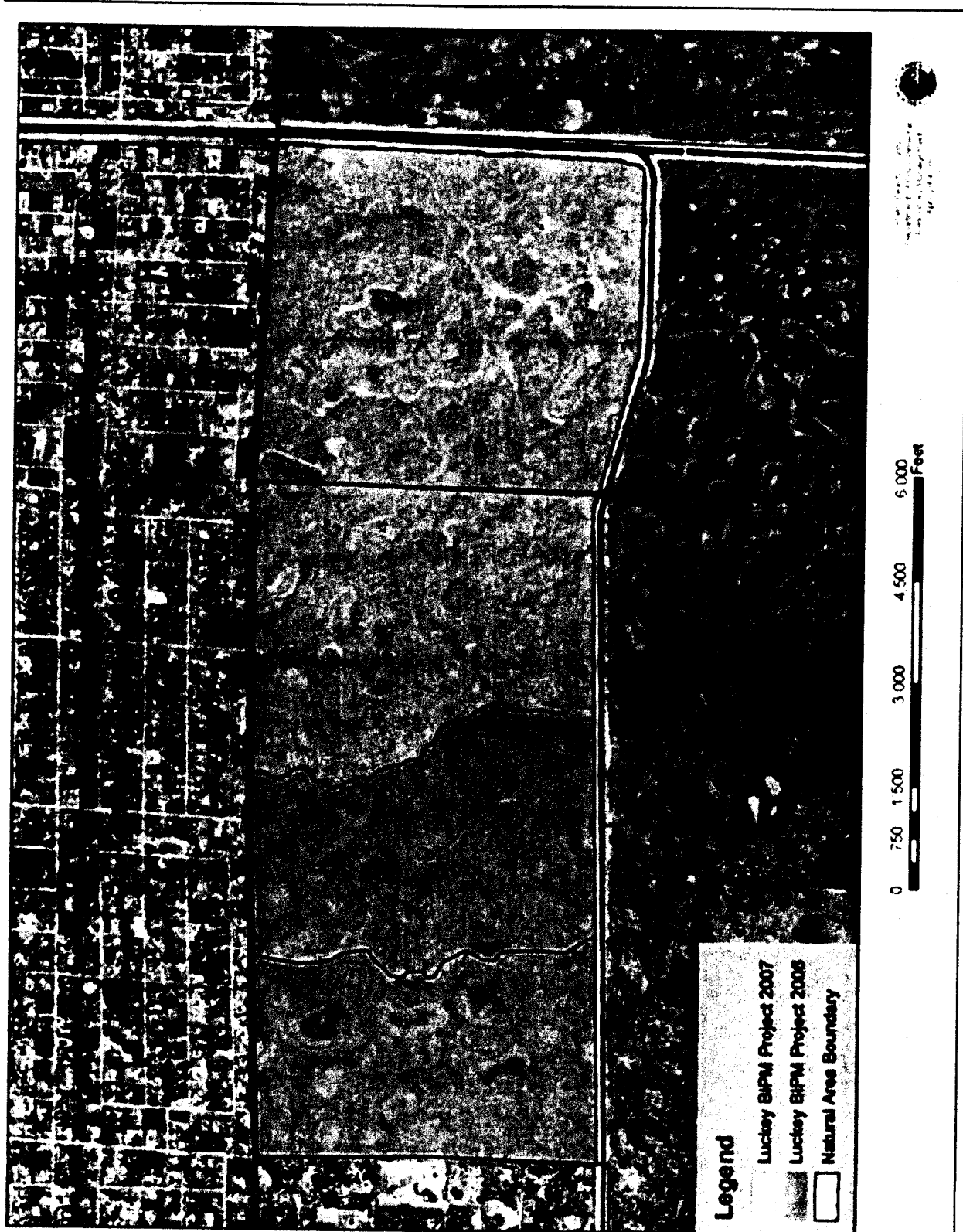
Herbicide Restrictions

The contractor shall not apply any herbicide not approved for use by the Department of Environmental Resources Management without prior notification of the Site Manager. The contractor and employees must comply with all herbicide manufacturers' label requirements.

PROJECT TIME FRAME

This project will entail maintenance treatment of control areas described under **Project Description** and will conclude with the contractor providing a written notification to the Site Manager. Work shall begin on a set date agreed upon by the contractor and Site Manager, after an initial site inspection of the designated work area, and continue until the project is completed. The majority of the work effort is planned for the 2009 dry season (January through May).

Exhibit 1



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ATTACHMENT E

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																			
BUSINESS CLASSIFICATION				CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.							
NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P R I D E	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS SERVED	OTHER NON-PROFIT	

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

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ATTACHMENT E

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

(Signature) (Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)

Attachment 2

**TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898**

Task Assignment Number: **SE-125**
Contractor Name: Palm Beach County
Contractor's Contract Manager: Harper Carroll (561) 233-2561

Date: August 5, 2008
Contract Manager: Greg Jubinsky (850) 519-0250
Site Manager: Jackie Smith (772) 871-5407

Project Title: **Cypress Creek Lygodium**

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 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 Contractors expense. The Contractor is authorized to subcontract this project.

Task Assignment Conditions and Deliverables:

1. Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
2. If 95% kill rate is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the plant will be the responsibility of the contractor at no cost to the contracting entities.
3. The Contractor shall notify the designated site manager prior to entering the work-site.
4. The Contractor shall provide written notification to the Contract Manager upon completion of treatment event(s).
5. 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 not exceed the established Task Assignment amount, and must not jeopardize the Contractor's ability to achieve the required level of control for the primary target species. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.

Final Treatment Completion Date: **May 31, 2009**

Invoicing Frequency: **Contractor shall submit 7 partial and one final invoice for this project.**

Task Assignment Type:	Amount Not To Exceed:
Cost Reimbursement:	\$200,000.00
Total Task Assignment Value	\$200,000.00

Funding Information:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
77358090200	22	139940		100340	898SE 125	08-09	\$200,000.00

PALM BEACH COUNTY ENVIRONMENTAL
RESOURCES MANAGEMENT

FLORIDA FISH & WILDLIFE
CONSERVATION COMMISSION

Richard E. Walsby 8/18/08
Contract Manager Date

Greg Jubinsky 8/5/08
Greg Jubinsky, Contract Manager Date
Pam Stephens 8/5/08
Cost Center Administrator Date

William E. Cota 8/6/08
Section Leader Date

[Signature] 8-11-08
Division Director or designee Date

cc: Gwenn Godfrey, Contracts Office (MS93) – 1-Copy
Contracts Disbursements Section (MS78) – 1-Copy

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**TASK ASSIGNMENT RESPONSIBILITIES
DEP CONTRACT NO. SL898**

RESPONSIBILITIES OF THE CONTRACTOR:

1. The contractor agrees to commence work within ten (10) days of the notice to proceed on assigned projects and agrees to be available on a continuous basis within the contract period to complete work as specified herein;
2. The contractor shall notify the designated site manager prior to entering the work-site;
3. A ground crew supervisor, employed by the contractor, will be present at all times when work on the site is underway;
4. Ground crew supervisors will be responsible for all plant control activities on project sites and safety. Every effort shall be made by the Contractor to avoid damage to native vegetation and wildlife;
5. Ground crew supervisors will be pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Forestry 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;
6. The ground crew supervisor may supervise a maximum of eight (8) field employees at any given time, unless otherwise noted in the Task Assignment;
7. The Ground crew supervisor 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 and size of plants killed, and type of treatment used. This data will be recorded on the "Daily Report Form", Attachment C, Page 4 of 4 of DEP Contract No. SL816;
8. The contractor will strictly adhere to all herbicide label application, precautionary, and safety statements;
9. All control efforts shall be at least 90% effective in preventing re-sprout of treated target vegetation. If 90% kill rate is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the plant species listed under "Project Goals" in the project area will be the responsibility of the contractor at no cost to the contracting entities;

RESPONSIBILITIES OF THE SITE MANAGER:

1. The Site Manager shall be responsible for obtaining all permits related to the control and disposal of targeted vegetation unless otherwise noted in the Task Assignment;
2. 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;
3. 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."
4. Upon review and approval of the original invoice and corresponding Daily Reports of Operations, the Site Manager shall forward to the Bureau of Invasive Plant Management, 3915 Commonwealth Boulevard, MS 710, Tallahassee, Florida 32399-3000 within five (5) working days of receipt from the Contractor.

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Exhibit 1

Maintenance Control Project
Cypress Creek Natural Area
Lygodium Control

Working Group

Southeast Florida Invasive Exotic Plant Working Group

Site Manager

Harper Carroll

Palm Beach County

Department of Environmental Resources Management

2300 N. Jog Road, 4th floor

West Palm Beach, FL 33411-2743

Phone: (561) 233-2561, hcarroll@co.palm-beach.fl.us

METHOD OF CONTROL

Contractual Services

PROJECT GOALS

The objective of this project is to provide for the retreatment of exotic plant species in Cypress Creek Natural Area. Exotic species present at this site include Brazilian pepper (*Schinus terebinthifolius*), old world climbing fern (*Lygodium microphyllum*), Australian pine (*Casuarina* spp.), strawberry guava (*Psidium cattleianum*), downy rose-myrtle (*Rhodomyrtus tomentosa*), catclaw mimosa (*Mimosa pigra*), earleaf acacia (*Acacia auriculiformis*) and melaleuca (*Melaleuca quinquenervia*). These eight species are listed on the Florida Exotic Pest Plant Council's (FL-EPPC) Category I priority list. All other exotic species listed as a Category I or II by FL-EPPC found will also be treated. Follow up monitoring and maintenance of this control site will be administered in perpetuity by the County.

PROJECT LOCATION

Cypress Creek Natural Area, managed by Palm Beach County Department of Environmental Resources Management (ERM), is located in northern Palm Beach County. The Natural Area is located north of Indiantown Road, south of the Martin County line, west of Gulfstream Road, and east of Mack Dairy Road. The site is an integral property for the greenways between South Florida Water Management District's Cypress Creek property, Jonathan Dickinson State Park, J.W. Corbett and Hungryland Slough Wildlife Management Areas, and the County's Pal-Mar, Eastern half of Cypress Creek (BIPM Grant recipient 04-05), and Loxahatchee River Tract (BIPM Grant recipient 99-00). The most recent work was exotic vegetation removal that was completed in South West Corner of the natural area and along FPL interface (BIPM Grant recipient 07-08). All of these sites are currently being managed for exotic vegetation species removal.

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Exhibit 1

PROJECT DESCRIPTION

The Cypress Creek Natural Area is a mosaic of primarily wetland and mesic plant communities and currently covers a total 1838 acres. The proposed project site covers 1,600 acres of Natural Conservation Land and includes previously areas treated by BIPM grants in 2000, 2004 and 2007.

The communities present include strand swamp, wet prairie, depression marsh, dome swamp, wet flatwoods, mesic flatwoods, and hydric hammock. The mesic flatwoods community is dominated by mature slash pines with a sparse to thick understory of saw palmetto and gallberry. The wet flatwoods community is characterized by an overstory of slash pine, pond cypress, and cabbage palm, with a groundcover of native grasses and wildflowers. The strand and dome swamps consist of pond cypresses with numerous epiphytic bromeliads and a groundcover of primarily ferns. Wet prairies and depression marsh are mostly treeless wetlands with a sparse to dense groundcover of grasses, sedges and herbs. The hydric hammock community is dominated by an overstory of mature laurel oak, cabbage palm, and red maple, with a sparse understory of wild coffee and beautyberry, and a groundcover mostly of ferns.

Cypress Creek is close to the epicenter of the original Old World climbing fern release. After treatment it is still found scattered throughout every community on site in light infestations, but found most significantly in the strand and dome swamp and wet flatwoods. Brazilian pepper, ear leaf acacia, and strawberry (a.k.a. cattley) guava and Australian pine are pretty much under complete control on the site. Japanese climbing fern (*Lygodium japonicum*) has also been found along the perimeter of the project area. Downy rose myrtle and melaleuca regrowth are down to extremely low levels. Catclaw mimosa is under good control, although the seeds are extremely long lived and is found scattered in several wetland areas.

Cypress Creek Natural Area will be further protected by implementing prescribed burning, hydrological restoration, and by adopting appropriate site security measures.

WORK SPECIFICATIONS

Work performance shall consist of furnishing all labor, equipment, and supplies (including herbicide and adjuvants), and performing all operations for controlling exotic plants listed under **Project Goals** in the areas described in **Project Description**. Every effort shall be made by the contractor to avoid damage to native vegetation, or wildlife. The contractor shall be responsible for the control of all targeted exotic plants including mature trees, shrubs, saplings, seedlings, and vines.

Only the methods described below may be used for herbicide application unless specific instructions are given by the site manager:

1. Climbing fern shall be treated with a low volume foliar application of glyphosate with a blue indicator dye (dependent on water levels). Care shall be taken to prevent any off-target damage to native plants.

Exhibit 1

2. Low volume herbicide applications with Garlon 4 in a vegetable oil carrier shall be used to treat woody species in non-wetland areas, using basal bark or cut stump treatment methods. A red indicator dye shall be used in all applications to distinguish treated from untreated plants.
3. Most of the melaleuca remaining are second or third generation seedlings and they will be pulled up from the ground and placed on vegetation so as to prevent their roots from touching the ground or water.
4. Downy rose myrtle shall be laced with a low volume foliar application of Arsenal. Care shall be taken to prevent any off-target damage to native plants.

OTHER REQUIREMENTS AND PROVISIONS

Listed Species

There are at least 1 mammal, 4 reptile, 12 bird and 15 plant species recorded at Cypress Creek Natural Area that have been listed as having some degree of endangerment by at least one government agency. Attached is a list of the listed plant and animal species.

Restricted Areas

Care must be exercised to eliminate any disturbances to these endangered or threatened species, and species of special concern. These areas will be marked with flagging tape. The Site Manager will notify the contractor of known location(s) and review identification characteristics prior to work beginning on the site. The Site Manager will notify the contractor of any particular provisions, or drawbacks to working in this area.

Herbicide Restrictions

The contractor shall not apply any herbicide not approved for use by the Department of Environmental Resources Management without prior notification of the Site Manager. The contractor and employees must comply with all herbicide manufacture's label requirements.

PROJECT TIME FRAME

This project will entail initial treatment of control areas described under **Project Description** and will conclude with the contractor providing a written notification to the Site Manager. Work shall begin on a set date agreed upon by the contractor and Site Manager, after an initial site inspection of the designated work area, and continue until the project is completed.

Exhibit 1

Cypress Creek Natural Area



Attachment 3

DEP Contract No. SL898

R2001 0772 CONTRACT **MAY 15 2001**

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Department of Environmental Resources Management, 3323 Belvedere Road, Building 502, West Palm Beach, Florida 33406-1548 (hereinafter referred to as the "Contractor"), a local government, to provide upland invasive exotic plant control services.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform upland invasive exotic plant control services on a Task Assignment basis (copies of the Task Assignment Form and Task Assignment Change Order Form are attached hereto as Attachments A and B, respectively) as defined herein and the Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract, Attachment C (Scope of Services) and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. The Contractor shall satisfactorily perform the services described in each executed Task Assignment and Task Assignment Change Order. Any and all equipment, products, or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4.
 - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed price basis as specified in each executed Task Assignment. All travel and incidental expenses are included in the fixed price amount.
 - B. Funding under this Contract shall be authorized by and for each Task Assignment as issued by the Department. The Contractor is not authorized to perform any services or purchase any commodities that exceed the funding amount authorized for each Task Assignment.
 - C. The Contractor shall submit invoices to the Department in accordance with the invoice schedule/frequency established in each Task Assignment. Each invoice shall be submitted in detail sufficient for a pre-audit and post-audit review. The final task invoice must be submitted no later than thirty (30) days following the completion date established for each Task Assignment, to assure the availability of funding for final payment. The Department shall have twenty (20) business days to inspect and approve the services for payment.
 - D. Upon execution of this Contract, the parties understand and agree that the signature blocks contained in Attachments A and B identify the representatives for each entity with the authority to execute Task Assignments/Task Assignment Change Orders under this Contract.
5. This Contract shall begin upon execution by both parties and end June 30, 2011, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract and the execution of a Task Assignment/Task Assignment Change Order, as appropriate. Task Assignment/Task Assignment Change Order performance periods may not extend beyond the completion date of the Contract established above.

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6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices that have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.
8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the Department's Contracts Section at 850/922-5942.
9. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10.
 - A. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Contract for convenience by giving the Contractor thirty (30) calendar days written notice. If terminated for convenience, the Contractor shall be reimbursed for services satisfactorily performed up through the date of termination.
 - C. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 11.

11. Any and all notices shall be delivered to the parties at the following addresses:

<u>Contractor</u>	<u>Department</u>
Palm Beach County Department of Environmental Resources Management Attn: Richard E. Walesky 3323 Belvedere Road, Building 502 West Palm Beach, Florida 33406-1548	Florida Department of Environmental Protection Bureau of Invasive Plant Management Attn: Greg Jubinsky (MS710) 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

12. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under general law. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

13. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
14. The Department's Contract Manager is Greg Jubinsky, Environmental Administrator, telephone number 850/487-2600. The Site Manager's name and telephone number will be designated in each Task Assignment. The Contractor's Contract Manager is Richard E. Walesky, telephone number 561/233-2400. All matters shall be directed to the Contract Managers for appropriate action or disposition.
15. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
16. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
17. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
18. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
19. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
20.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
21. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.

22. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
23. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
24. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
25. The Contractor, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Contract. The Contractor shall require all subcontractors to carry liability insurance coverage with limits appropriate for the service being provided.
26. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Contractor's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Form issued under the terms of the Contract, shall require formal amendment to this Contract.
27. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
28. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
29. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Contract.

30. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
 Title: Warren H. Newell, Chairman

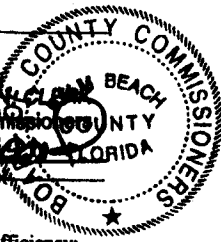
Date: MAY 15 2001

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
 Director, Division of State Lands or designee

Date: 14-4-01

ATTEST: DOROTHY H. WILKES
 Board of County Commissioners
 By: [Signature]
 DEPUTY CLERK



[Signature]
 DEP Contract Manager

[Signature]
 DEP Contracts Administrator

Approved as to Form and Legal Sufficiency:

[Signature]
 County Attorney

Approved as to form and legality:

[Signature]
 DEP Attorney

R2001 0772

FEID No. 59-6000785

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Task Assignment Notification Form (1 Page)
Attachment	B	Task Assignment Change Order Form (1 Page)
Attachment	C	Scope of Services (1 Page)

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ATTACHMENT A

TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898

Task Assignment Number:
Contractor Name:
DEP Contract Manager/Telephone:
Task Description and Payment Schedule:

Task Assignment Term:
Contractor's Contract Manager/Telephone:
DEP Site Manager/Telephone:

Deliverables:

Due Date:
Fixed Price Task Assignment Amount: \$
Funding Information:

Invoicing Frequency:

Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount

Approvals:

PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager: _____ Date: _____
(or designee)

Contract Manager: _____ Date: _____

Reviewing Authority: _____ Date: _____

Budget Authority: _____ Date: _____

DEP Site Manager: _____ Date: _____

cc: Gwenn Godfrey, Contracts Office (MS93)
Contracts Disbursements Section (MS78) - 2 Copies

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ATTACHMENT B
TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898

Task Assignment Number: _____ Change Order: _____ Task Assignment End Date: _____
 Contractor Name: _____ Contractor's Contract Manager/Telephone: _____
 DEP Contract Manager/Telephone: _____ DEP Site Manager/Telephone: _____
 Description of Change (use additional pages if necessary): _____

Increase in Funding Amount: \$ _____ Decrease in Funding Amount: \$ _____
 Revised Fixed Price Task Assignment Amount: \$ _____ Invoicing Frequency: _____

Funding Increase/Decrease Information:

Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Res Type	Activ Code	Grant No.	Module	Project No.	Amount

Approvals:

PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager: _____ Date: _____
 (or designee)

Contract Manager: _____ Date: _____

Reviewing Authority: _____ Date: _____

Budget Authority: _____ Date: _____

DEP Site Manager: _____ Date: _____

cc: Gwen Godfrey, Contracts Office (MS93)
 Contracts Disbursements Section (MS78) - 2 Copies

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ATTACHMENT C
SCOPE OF SERVICES

The work to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described herein for the control of invasive upland exotic plants on public conservation lands within their jurisdiction. The Contractor shall be directed by the Site Manager per the task assignment to perform upland invasive exotic plant control operations. The location of work sites and the upland exotic plant control operations to be performed will be specified by the Department of Environmental Protection's Upland Invasive Exotic Plant Program Manager (Contract Manager) in the task assignment.

The Contractor shall at all times provide on-site a ground crew supervisor that is certified by the Florida Department of Agriculture and Consumer Services as part of the work force. Ground Crew Supervisors will be responsible for: 1) coordination with program site manager on a daily/weekly basis; 2) all control activities and safety on project sites; 3) assuring that all contract crews are knowledgeable of, and remain within property and treatment boundaries; 4) assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS), and a copy of the fully executed task assignment with maps are on site; 5) avoid damage to native vegetation and wildlife; and 6) strict adherence to all herbicide label application, precautionary, and safety statements.

The Contractor will be responsible for providing applicators with all supplies and equipment for upland invasive exotic plant control, including vehicles, watercraft for transportation to work sites, GPS equipment for collecting site positions, herbicides and adjuvants, sprayers, machetes, hand tools, chainsaws, brush cutters, safety equipment, potable water, and suitable communications capability to facilitate operational coordination and safety of crew members. Contractor shall be responsible for obtaining all permits related to the control and disposal of targeted vegetation unless otherwise noted in the Task Assignment.

The Contractor shall provide the Department, at the conclusion of each Task Assignment, a written record of:

- (a) total gallons/lbs of herbicides and adjuvants applied,
- (b) total number of individuals and types of upland invasive exotic plants treated,
- (c) total hours of operating time,
- (d) total hours of lay time,
- (e) total hours of adverse weather lost time,
- (f) wind data measurements as applicable under the Florida Pesticide Law and Rules.

All control efforts (except cogon grass treatment) shall be at least 95% effective in preventing re-sprout of all target vegetation. If 95% kill rate is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the plant species listed in the Task Assignment will be the responsibility of the Contractor at no cost to the Department.

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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 / Expended 9/11/2008	REMAINING BALANCE
<u>REVENUES</u>							
800-9100 Transfers		8033 Transfer from Natural Areas Fund	0	0	330,355	330,355	
381-E270 Loxahatchee Slough Ecosite		4399-Other Physical Enviro Revenue	0	0	200,000	200,000	
381-E406 Cypress Creek Tract		4399-Other Physical Enviro Revenue			200,000		
TOTAL RECEIPTS & BALANCES	23,122,996	24,202,611	730,355	0	24,932,966		
<u>EXPENDITURES</u>							
381-E340 Yamato Scrub - Ecosite 21	6504-IOTB Infrastructure	23,283	23,283		23,283	0	0
381-E426 Hypoluxo Scrub	6504-IOTB Infrastructure	24,640	12,235		12,235	0	0
381-E419 Lake Park Scrub	6504-IOTB Infrastructure	21,818	21,818		21,818	0	0
381-E215 Pond Cypress- Fox Property	6504-IOTB Infrastructure	28,559	12,309		12,309	0	0
381-E270 Loxahatchee Slough Ecosite	6504-IOTB Infrastructure	1,434,272	1,434,272	400,000	0	1,834,272	1,834,272
381-E406 Cypress Creek Tract	6504-IOTB Infrastructure	268,096	268,096	400,000	0	668,096	668,096
TOTAL APPROPRIATIONS & EXPENDITURES	23,122,996	24,202,611	800,000	69,645	24,932,966		

Environmental Resources
Management

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

Signatures & Dates

Richard E. Wally 9/16/08

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

October 7, 2008

Deputy Clerk to the
Board of County Commissioners

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 9/10/2008	REMAINING BALANCE
<u>Appropriations</u>							
<u>Reserve-Natural Areas Stewardship</u>							
380-3195 9909-Reserve Improvements	1,276,494	1,276,494	0	330,355	946,139	0	946,139
<u>Transfers</u>							
820-3290 9207-Transfer to Capital Outlay	4,213,634	4,213,634	330,355	0	4,543,989	0	4,543,989
			330,355	330,355			

Attachment 5

Environmental Resources
Management

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

Signatures & Dates

Richard E. Wabuly 9/16/08

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

October 7, 2008

Deputy Clerk to the
Board of County Commissioners

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