

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 5, 2009

Consent

Regular

Ordinance

Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

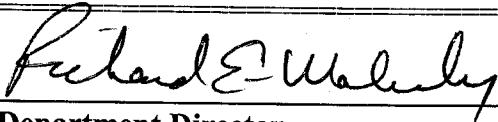
Motion and Title: Staff recommends motion to approve: Budget Amendment of \$200,000 in the Natural Areas Fund to establish revenue budget for the Florida Fish and Wildlife Conservation Commission (FWC) to fund invasive plant removal with Task Assignment No. SE-128 (\$200,000) for the Hungryland Slough Natural Area.


Summary: Task Assignment No. SE-128 to FWC Contract No. 08157 for \$200,000 has been received from FWC, under the Invasive Plant Management Section. The Task Assignment is effective from January 30, 2009 through May 31, 2009, for invasive plant control in the Hungryland Slough Natural Area. This item will establish a budget for the Task Assignment. District 1 (SF)

Background and Justification: The Task Assignment includes a work plan to control invasive plants in the Hungryland Slough Natural Area. A budget needs to be established in FY2009 to fund the cost of invasive plant removal to be performed in this location through May 31, 2009, for a total of \$200,000. On May 15, 2001, the Board of County Commissioners approved the 10-year Florida Department of Environmental Protection (FDEP) Contract No. SL898 (R2001-0772), and authorized the County Administrator to delegate Task Assignment signatory authority to the Palm Beach County Department of Environmental Resources Management. On October 16, 2008, FWC and FDEP executed an Interagency Agreement which memorialized the August 27, 2008, FDEP executed assignment of all existing contracts and agreements of the Bureau of Invasive Plant Management to FWC. The \$200,000 project cost will now be reimbursed by FWC.

Attachments:

1. Task Assignment SE-128
2. FDEP Contract No. SL898 (R2001-0772)
3. Interagency Agreement between FDEP and FWC Executed 10/16/2008
4. Budget Amendment (1226)

Recommended by:  4/13/09
 Department Director Date

Approved by:  4/27/09
 County Administrator Date

Attachment 1

COPY

TASK ASSIGNMENT NOTIFICATION FORM
FWC CONTRACT NO. 08136 57 ^{SP} 4/2/09

Task Assignment Number: **SE-128**
 Contractor Name: Palm Beach County
 Contractor's Contract Manager: Steve Pisano (561) 233-2521

Date: January 30, 2009
 Contract Manager: Greg Jubinsky (850) 519-0250
 Site Manager: Jackie Smith (772) 871-5407

Project Title: **Hungryland Slough 09-09**

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 FWC 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 can submit up to 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		102334	SE 128	08-09	\$200,000.00

PALM BEACH COUNTY ENVIRONMENTAL
 RESOURCES MANAGEMENT

Richard E. Uebler 2/9/09
 Contract Manager Date

FLORIDA FISH & WILDLIFE
 CONSERVATION COMMISSION

Greg Jubinsky 2/3/09
 Greg Jubinsky, Contract Manager Date

Lane Stephens 2/3/09
 Cost Center Administrator Date

William E. Bates 2/3/09
 Section Leader Date

Lawson E. Stephens 2/4/09
 Division Director or designee Date

cc: Contracts Office
 Finance & Accounting

3

TASK ASSIGNMENT RESPONSIBILITIES

FWC CONTRACT NO. 08135 57 *SP 4/21/09*

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 FWC Contract No. 08135;
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.

4

Exhibit 1

**Hungryland Slough Natural Area
O'Connell and Royal Palm Colony Tracts
Maintenance Control Project**

Working Group

Southeast Florida Invasive Exotic Plant Working Group

Site Manager

Steve Pisano

Palm Beach County

Department of Environmental Resources Management

2300 North Jog Road, 4th Floor

West Palm Beach, FL 33411-2743

Phone: (561) 233-2521, spisano@co.palm-beach.fl.us

METHOD OF CONTROL

Contractual Services

PROJECT GOALS

The objective of this project is to provide for the maintenance treatment of exotic plant species at Hungryland Slough Natural Area. Exotic species treated at this site include: melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), Old World climbing fern (*Lygodium microphyllum*) Australian pine (*Casuarina* spp.), and torpedo grass (*Panicum repens*). These five species are listed on the Florida Exotic Pest Plant Council's (FL-EPPC) Category I priority list. All other exotic species listed as 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

Hungryland Slough Natural Area, managed by Palm Beach County Department of Environmental Resources Management (ERM), is located in northern Palm Beach County. This 2,944-acre Natural Area is bounded on the north by the Beeline highway, on the east and south by the western leg of the C-18 Canal, and on the west by the more than 60,000-acre J. W. Corbett Wildlife Management Area (Attachment 1). Water flows through Hungryland Slough and eventually drains into Florida's only Federally listed Wild and Scenic River - the Loxahatchee River.

PROJECT DESCRIPTION

While the entire Hungryland Slough Natural Area is an upland/wetland mosaic that totals 2,944 acres, the project area, which consists of two management tracts known as the O'Connell and Royal Palm

Exhibit 1

Colony Tracts, is approximately 1176 acres (Attachment 2). The remainder of the site, known as the Unit 11 Tract, is excluded from this grant proposal because it is an active mitigation bank with a long-term funding source.

Mesic and hydric pine flatwoods, wet prairie, depression marsh, and dome and strand swamp are the predominant natural communities present within the project area. The mesic pine flatwoods canopy is dominated by slash pine (*Pinus elliotii* var. *elliotii*). Dahoon holly (*Ilex cassine*), myrsine (*Myrsine floridana*), wax myrtle (*Myrica cerifera*), and cabbage palm (*Sabal palmetto*) comprise the midcanopy. The understory is composed primarily of saw palmetto (*Serenoa repens*) and gallberry (*Ilex glabra*). The hydric pine flatwoods canopy is also dominated by slash pine, with the midstory composed of dahoon holly and wax myrtle, and the understory is relatively open and composed of many grass species and swamp fern (*Blechnum serrulatum*). The freshwater marshes are composed mostly of spike-rush (*Eleocharis* spp.), beak-rush (*Rhynchospora* spp.), and occasional patches of pickerelweed (*Pontedaria cordata*) in the deeper areas. Pond cypress (*Taxodium ascendens*) dominates the canopy in both the dome and strand swamps, and sawgrass (*Cladium jamaicense*) and swamp fern dominate the understory.

Contracted ground crews began treatment of invasive exotic vegetation in 1999 in the O'Connell tract, and in 2003 in the Royal Palm Colony tract. All standing mature woody exotic plant species were treated during those initial treatment events. Annual follow-up treatments have occurred thereafter primarily during low water times in the spring and fall, with each tract getting swept at least once per year. Mature melaleuca occurred predominately in disturbed areas of hydric flatwoods and wet prairies in varying degrees of infestation from dense monocultures to lightly scattered amongst native canopy trees. Brazilian pepper occurred primarily within the mesic and hydric flatwoods, and Australian pine occurred mainly along the perimeter of the site near any disturbed areas. Despite continuous annual sweeps, Old World climbing fern persists randomly distributed throughout the flatwoods and dome/strand swamps, and torpedo grass remains a challenging invasive exotic plant to control along the previously disturbed edges of wetlands and the interface of the project area and the recently disturbed/restored Unit 11 Tract. Extremely time consuming annual sweeps are still required to ensure that Old World climbing fern and torpedo grass do not continue to spread and re-colonize the project area, and to ensure the continued successful eradication and control of all other exotic species listed as Category I or II by the FL-EPPC.

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:

6

Exhibit 1

1. Low volume herbicide applications with Garlon 4 and Stalker in a vegetable-based oil carrier shall be used to treat Brazilian pepper and Australian pine in non-wetland areas, using basal bark or cut stump treatment methods. A red indicator dye shall be used in all Garlon 4 applications to distinguish treated from untreated plants.
2. Melaleuca shall be treated using the cut stump and/or hack-and -squirt method followed by an application of the herbicide Arsenal. The cambium of the trunk shall be treated (thoroughly wet but no runoff) as soon as possible. A blue indicator dye shall be used in all Arsenal applications to distinguish treated from untreated plants. All seedlings less than one quarter inch shall be pulled up from the ground and placed on vegetation so as to prevent their roots from touching the ground or water.
3. Climbing fern shall be treated with a low volume foliar application of Rodeo or RoundUp Pro (dependent on water levels). Care shall be taken to prevent any off-target damage to native plants.

OTHER REQUIREMENTS AND PROVISIONS

Listed Species

There are at least one mammal, three reptile, 19 bird and 13 plant species recorded at Hungryland Slough Natural Area that have been listed as having some degree of endangerment 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

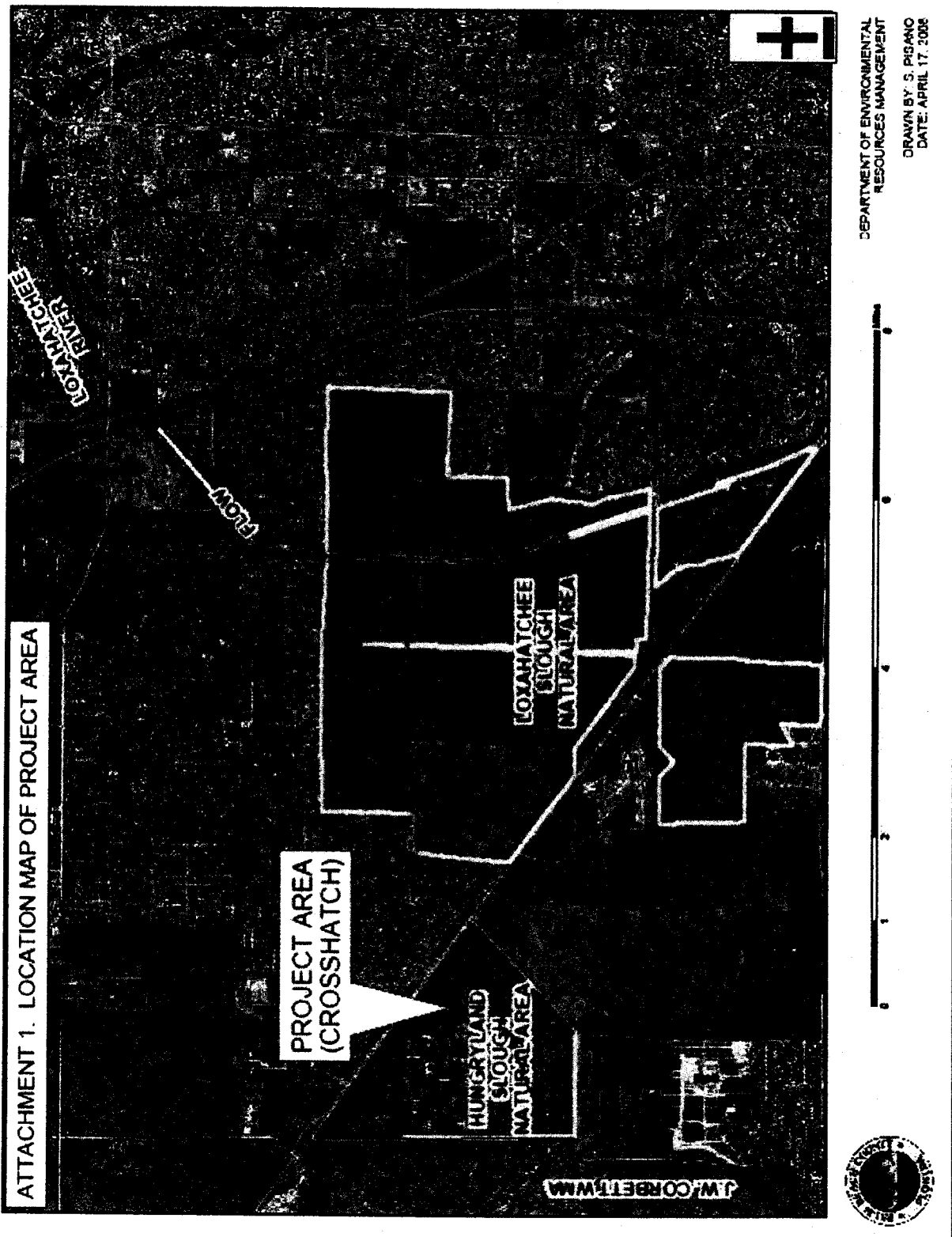
The contractor shall not apply any herbicide not approved for use by the Department of Environmental Resources Management without prior notification of the Site Manager. The contractor and employees must comply with all herbicide manufacture=s label requirements.

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.

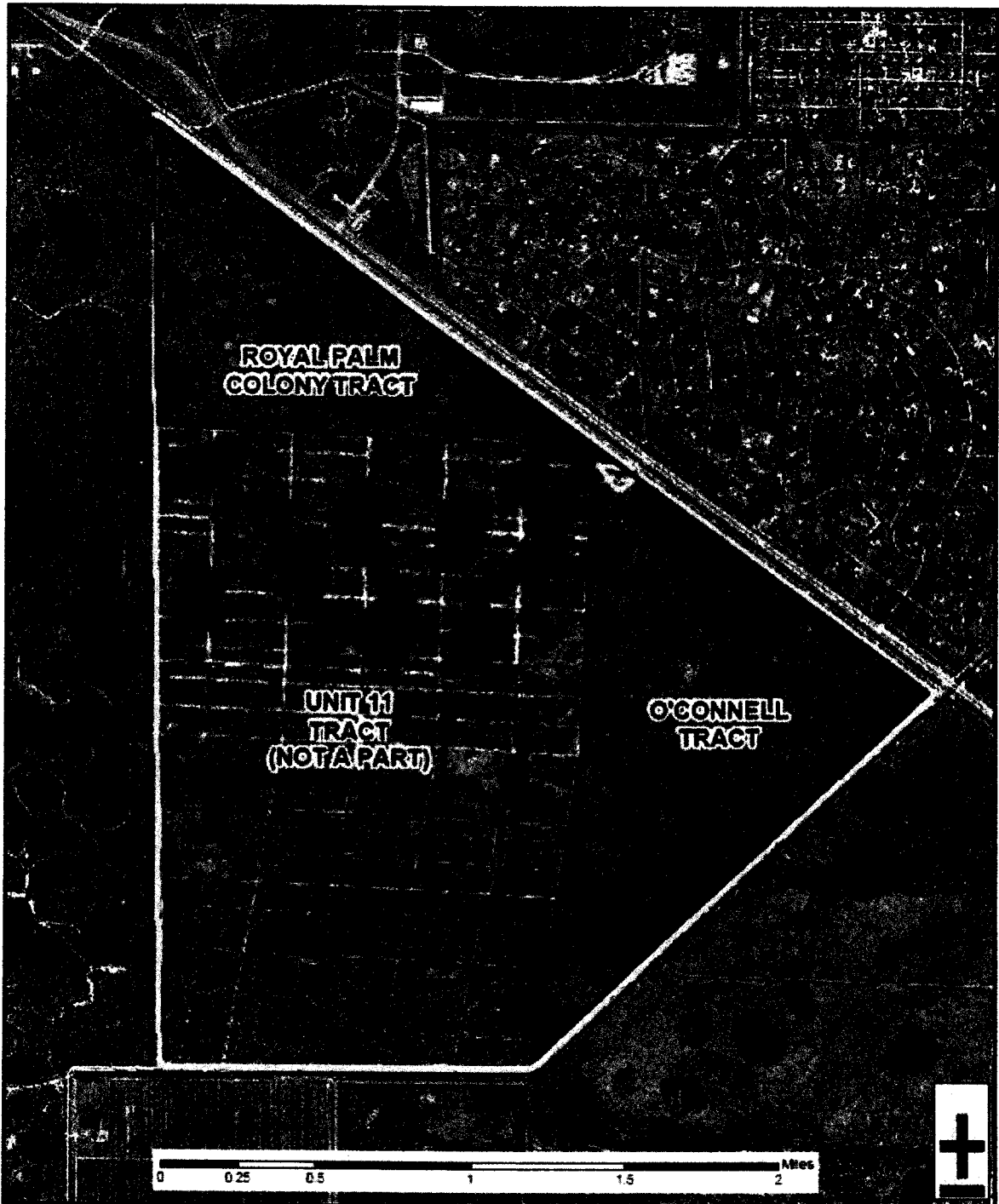
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Exhibit 1



8

Exhibit 1



DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT

ATTACHMENT 2. HUNGRYLAND SLOUGH TRACTS

DRAWN BY: S. PISANO
DATE: APRIL 17, 2008

9

Attachment 2

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.

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. Walsky
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.

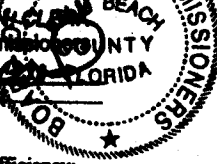
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

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: 4-4-01

ATTEST: DOROTHY H. WILKINSON CLERK
 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)

11 14

Attachment 3



Florida Fish and Wildlife Conservation Commission

October 18, 2008

Commissioners
Rodney Barreto
Chair
Miami

Brian S. Yablonski
Vice-Chair
Tallahassee

Kathy Barco
Jacksonville

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Dwight Stephenson
Delray Beach

Kenneth W. Wright
Winter Park

Thomas Beason
General Counsel
Florida Department of
Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Dear Mr. Beason: *TOM*

Enclosed is the Executed Interagency Agreement for your records. If you have any questions please contact me.

Sincerely,

James V. Antista

James V. Antista
General Counsel

Executive Staff
Kenneth D. Haddad
Executive Director
Nick Wiley
Assistant Executive Director
Karen Ventimiglia
Deputy Chief of Staff

jva:bh

OCT 20 2008

"RECEIVED"
FWC
Invasive Plant Mgmt. Section

Office of the Executive Director
Kenneth D. Haddad
Executive Director
(850) 487-3796
(850) 921-5786
FAX

cc: Bill Caton
Jackie Fauls
Lawson Snyder
Juanita Whiddon
Sandy Wilson
Michael Yaun

Legal Office
James V. Antista
850-487-1764
850-487-1790 Fax

Managing fish and wildlife resources for their long-term well being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech impaired:
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15

**INTERAGENCY AGREEMENT
BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

This is an Interagency Agreement under Section 163.01(6) and (7), Florida Statutes, between the Department of Environmental Protection (DEP) and the Florida Fish and Wildlife Conservation Commission (FWC) to memorialize actions that have been taken and to authorize actions needed to be taken relating to the transfer of certain statutory and administrative responsibilities for the control, eradication and management of invasive and aquatic plants which have been exercised by the Bureau of Invasive Plant Management (BIPM) within DEP; and

WHEREAS, Chapter 2008-150, Laws of Florida, was enacted for the purpose of transferring to FWC from DEP the statutory authority to direct the control, eradication and regulation of aquatic plants and to achieve eradication or maintenance control of invasive plants on public lands in the State of Florida; and

WHEREAS, the exercise of the authority referenced above is in aid of the Commission's Constitutional authority and responsibility as set forth in Article IV, Section 9, Florida Constitution; and

WHEREAS, DEP received Legislative approval on August 27, 2008, from the Legislative Budget Commission to transfer budget authority from the Invasive Plant Control Trust Fund to the State Game Trust Fund for operation of the Invasive Plant Management Section in order to carry out Chapter 2008-150, Laws of Florida; and

WHEREAS, on August 27, 2008, DEP executed an assignment to FWC of all existing contracts and agreements of the BIPM including but not limited to the Aquatic Plant Management Program and the Upland Invasive Plant Management Program and all contracts, agreements and leases relating to administration, research, use of buildings and equipment; and

WHEREAS, DEP has transferred Rule 62C-20, F.A.C., on aquatic plant management permits and Rule 62C-54, F.A.C., on funding for aquatic plant management to FWC and such rules are now titled 68F-20 and 68F-54, F.A.C.; and

WHEREAS, DEP and FWC have exercised an Interim Delegation Agreement on June 19, 2008, to delegate the administration of contracts and permits to the staff of the Bureau of Invasive Plant Management; and

WHEREAS, Section 163.01(6) and (7), Florida Statutes, authorizes state agencies to enter into interagency agreements to provide for coordinated administration of agency responsibilities and services; and

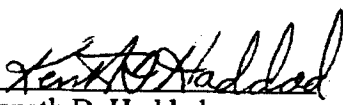
WHEREAS, DEP and FWC do hereby desire to enter into this Interagency Agreement in order to memorialize the actions taken as cited above and formally transfer from DEP to FWC, consistent with Chapter 2008-150, Laws of Florida, designated powers, duties, functions,

records, personnel, rules, contracts, property, permitting and contracting authority of the staff of BIPM.

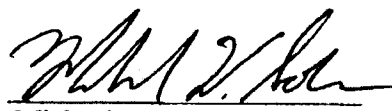
NOW, THEREFORE, the parties agree to the following actions:

1. DEP and FWC agree that the actions taken as referenced above are consistent with Chapter 2008-150, Laws of Florida, and are part of this agreement.
2. DEP shall transfer to FWC all property that has been purchased by or that is being utilized by the BIPM including but not limited to vehicles, vessels, building, field equipment, office equipment, computer hardware and software, printers, facsimile machine, scanners, photo copy machine, communication equipment and furniture.
3. DEP shall transfer to FWC all records related to the BIPM including but not limited to personnel, research and administration, the Aquatic Plant Management Subsection, the Upland Plant Management Subsection and the Field Operations Section.
4. DEP and FWC will develop processes to transfer the necessary funds for the administration of the invasive plant management program in accordance with the budget amendment EOG Number B2009-0098 approved by the Legislative Budget Commission on August 27, 2008.
5. This Agreement supersedes the Interim Delegation Agreement entered into between the FWC and DEP on June 19, 2008.

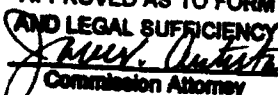
WHEREOF, DEP and FWC execute this AGREEMENT through the undersigned.


Kenneth D. Haddad
Executive Director
Florida Fish and Wildlife Conservation
Commission

10/16/08
Date


Michael W. Sole
Secretary
Department of Environmental Protection

October 10, 2008
Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Commission Attorney

UPLAND INVASIVE PLANT MANAGEMENT

DEP Contract #	FWC Contract #	Contractor
PL017	08140	Naturchem, Inc.
PL018	08141	Southeastern Chemtreat, Inc.
PL019	08142	Randel's Landclearing and Development
PL020	08143	Applied Aquatic Management, Inc.
PL021	08144	Perpetual Contracting
PL022	08145	Native Creations, Inc.
PL023	08146	Aquatic Plant Management, Inc.
PL024	08147	Habitat Restoration Resources
PL025	08148	Walker Exotic Tree Eradication & Mitigation, Ltd.
PL028	08149	Broward County Board of County Commissioners
PL029	08150	Monroe County Board of County Commissioners
SL892	08151	City of Sanibel
SL893	08152	Lee County Board of County Commissioners
SL894	08153	Martin County Board of County Commissioners
SL895	08154	Brevard County Board of County Commissioners
SL896	08155	Volusia County
SL897	08156	Miami-Dade County Dept. of Environmental Resource Mang.
SL898	08157	Palm Beach County Board of County Commissioners
SL899	08158	South Florida Water Management District
SL965	08159	Leon County Board of County Commissioners
SL981	08160	FSU Department of Biology Science

09-0978

BGEX - 380- 0319090000000001240

BGRV - 380- 0319090000000000360

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING
	BUDGET	BUDGET			BUDGET	/ Expended	
						3/19/2009	
<u>REVENUES</u>							
380-E200- Hungryland Slough 4399-Oth Physical Environment Rev	0	0	200,000	0	200,000		
TOTAL RECEIPTS & BALANCES	12,087,382	19,700,175	200,000	0	19,900,175		
<u>EXPENDITURES</u>							
380-3162-Natural Areas Management 3401-Other Contractual Services *	1,700,000	1,717,293	200,000	0	1,917,293	514,919	1,402,374
TOTAL APPROPRIATIONS & EXPENDITURES	12,087,382	19,700,175	200,000	0	19,900,175		

Environmental Resources
Management

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

Signatures & Dates

Richard E. Welby 4/9/09
Jm Dr 4.23.09

SW 4/22/09
WD
4/22/09

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

May 5, 2009
Deputy Clerk to the
Board of County Commissioners