

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

Meeting Date: May 19, 2009

(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-140 (\$900,000) and No. SE-139 (\$350,000) for the Loxahatchee Slough Natural Area from the Florida Fish and Wildlife Conservation Commission (FWC) to fund invasive plant removal; and

B) approve Budget Amendment of \$1,250,000 in the Environmental Resources Capital Fund to recognize the revenue from the Task Assignments.

Summary: Task Assignments No. SE-140 (\$900,000) and No. SE-139 (\$350,000) to FWC Contract No. 08157 has been received from FWC, Bureau of Invasive Plant Management Section. The Task Assignments are effective from April 14, 2009 through May 31, 2009, for invasive plant control in the Loxahatchee Slough Natural Area. No matching funds are required. District 1 (SF)

Background and Justification: The Task Assignments include work plans to treat Melaleuca plants in the Loxahatchee Slough Natural Area. The project areas are west of the C-18 canal, south of the C-18 west leg, north of PGA Blvd. and east of the Sandhill Crane parcel. While the entire Loxahatchee Slough Natural Area is an upland/wetland mosaic that totals more than 12,800 acres, the project areas (Central Site and Lease Site) total 2,407 acres.

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 \$1,250,000. 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 \$1,250,000 project cost will be reimbursed by FWC.

Attachments:

1. Task Assignment SE-139
2. Task Assignment SE-140
3. FDEP Contract No. SL898 (R2001-0772)
4. Interagency Agreement between FDEP and FWC Executed 10/16/2008
5. Budget Amendment (3654)

Recommended by:

Robert Morris
Department Director

4/28/09
Date

Approved by:

John A. Weller
County Administrator

5/15/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2009	2010	2011	2012
Capital Expenditures	<u>\$1,250,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u> </u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$1,250,000)</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>-0-</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 X
Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

FWC – Contract No. 08157, Task Assignment No. SE-140 and SE-139

C. Department Fiscal Review:

[Handwritten signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

[Handwritten signature] 5-11-09
OFMB *[Handwritten initials]* 5/14/09 CN 4/29/09

[Handwritten signature] 5/13/09
Contract Administrator
6 June 5/13/09

B. Legal Sufficiency:

[Handwritten signature]
Assistant County Attorney

C. Other Department Review:

Department Director

Attachment 1

TASK ASSIGNMENT NOTIFICATION FORM
FWC CONTRACT NO. 08135 *57*

Task Assignment Number: **SE-139**
 Contractor Name: Palm Beach County
 Contractor's Contract Manager: Melissa Tolbert (561) 233-2562
 Project Title: **Loxahatchee Slough SFWMD Lease**

Date: April 14, 2009
 Contract Manager: Greg Jubinsky (850) 519-0250
 Site Manager: Jackie Smith (772) 871-5407

Task Description and Payment Schedule: Exhibit 1 describes the scope of work for this project. The Contractor is not authorized to perform work on any additional sites 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 3 partial and one final invoice for this project.

Task Assignment Type:	Amount Not To Exceed:
Cost Reimbursement:	\$350,000.00
Total Task Assignment Value	\$350,000.00

Funding Information:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
77358090200	22	139940		102334	SE 139	08-09	\$350,000.00

PALM BEACH COUNTY ENVIRONMENTAL
 RESOURCES MANAGEMENT

Richard E. Melby 4/17/09
 Contract Manager Date

FLORIDA FISH & WILDLIFE
 CONSERVATION COMMISSION

Greg Jubinsky 4/14/09
 Greg Jubinsky, Contract Manager Date
Paul Stephens 4/14/09
 Cost Center Administrator Date

William E. Cato 4/14/09
 Section Leader Date

Cheryl Anderson 4/15/09
 Division Director or designee Date

cc: Contracts Office
 Finance & Accounting

TASK ASSIGNMENT RESPONSIBILITIES FWC CONTRACT NO. 08135

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.

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Exhibit 1

Loxahatchee Slough SFWMD Lease Melaleuca Project

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

PROJECT LOCATION

Loxahatchee Slough Natural Area, managed by Palm Beach County Department of Environmental Resources Management (ERM), is located in northern Palm Beach County. The project area is located generally east of the Beeline Highway and north of PGA Boulevard. The Slough is an integral property for the greenways between Jonathan Dickinson State Park, J.W. Corbett Wildlife Management Area (WMA), Hungryland Slough Natural Area and the City of West Palm Beaches' Water Catchment Area.

PROJECT DESCRIPTION

While the entire Loxahatchee Slough Natural Area is an upland/wetland mosaic that totals more than 12,800 acres, the project area is approximately 257 acres. The project area was acquired by SFWMD in Jan. 2008, who then entered into a lease agreement with Palm Beach County to manage this parcel in Dec. 2008. To date, no exotic vegetation removal efforts have been done on this parcel, although the County has begun initial exotic vegetation removal efforts on most of the adjacent Natural Area property. Water flows through the Loxahatchee Slough and eventually drains into Florida's only Federally listed Wild and Scenic River - the Loxahatchee River. The project site is predominantly freshwater marsh interspersed with small areas of cypress domes. Melaleuca is mostly scattered as dense stands on the eastern end of the project area and scattered in the northwest end of the property. This project consists predominantly of ground control treatment of melaleuca, with some mechanical treatment of dense monocultures, throughout the project site.

SCOPE OF WORK

Ground crews will treat melaleuca using the cut stump and/or hack-and-squirt method followed by an application of the herbicide Arsenal. The cambium of the trunk shall be treated with herbicide (wet but with no runoff) immediately after cutting. A blue indicator dye shall be used in all Arsenal applications to distinguish treated from untreated plants. All seedlings less than one quarter inch shall be pulled up from the ground and placed on vegetation so as to prevent their roots from touching the ground or water. The estimated cost for ground control treatment is \$300,000.

An excavator with a drum chopping head, will be used to mulch melaleuca trees that are in dense stands. County staff will use a vendor from one of the County's master agreements; an hourly rental of equipment and operator contractor. Work can be initiated within weeks of a grant agreement contract. The mechanical work would be conducted in the winter/spring timeframe to take advantage of the dry season and lower water levels on the site at that time of year. The estimated cost for the mechanical work is \$50,000.

TOTAL PROJECT COST - \$350,000

Exhibit 1



Attachment 2

TASK ASSIGNMENT NOTIFICATION FORM
FWC CONTRACT NO. 08135

Task Assignment Number: **SE-140**
 Contractor Name: Palm Beach County
 Contractor's Contract Manager: Melissa Tolbert (561) 233-2562

Date: April 14, 2009
 Contract Manager: Greg Jubinsky (850) 519-0250
 Site Manager: Jackie Smith (772) 871-5407

Project Title: **Loxahatchee Slough Central**

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 3 partial and one final invoice for this project.**

Task Assignment Type:	Amount Not To Exceed:
Cost Reimbursement:	\$900,000.00
Total Task Assignment Value	\$900,000.00

Funding Information:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
77358090200	22	139940		102334	SE 140	08-09	\$900,000.00

**PALM BEACH COUNTY ENVIRONMENTAL
RESOURCES MANAGEMENT**

**FLORIDA FISH & WILDLIFE
CONSERVATION COMMISSION**

Contract Manager

Date

Contract Manager

Date

Cost Center Administrator

Date

Section Leader

Date

Division Director or designee

Date

Executive Director or designee

Date

cc: Contracts Office
Finance & Accounting

TASK ASSIGNMENT RESPONSIBILITIES

FWC CONTRACT NO. 08135

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.

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Exhibit 1

Loxahatchee Slough Central – Melaleuca Project

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

PROJECT LOCATION

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

PROJECT DESCRIPTION

While the entire Loxahatchee Slough Natural Area is an upland/wetland mosaic that totals more than 12,800 acres, the project area is approximately 2150 acres. In the spring of 2007, 257 acres of this project area was treated using 'leftover' BIPM melaleuca monies. Follow-up treatment of the 257 acre area was conducted in 2008.

Water flows through the Loxahatchee Slough and eventually drains into Florida's only Federally listed Wild and Scenic River - the Loxahatchee River. The project site is predominantly freshwater marsh interspersed with small areas of cypress domes and bay swamps, and oak hammock ridge that runs north-south. Melaleuca is scattered throughout the project area and can also be found in dense stands. This project consists of the ground control treatment of melaleuca throughout the project site.

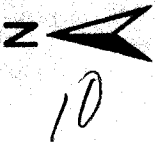
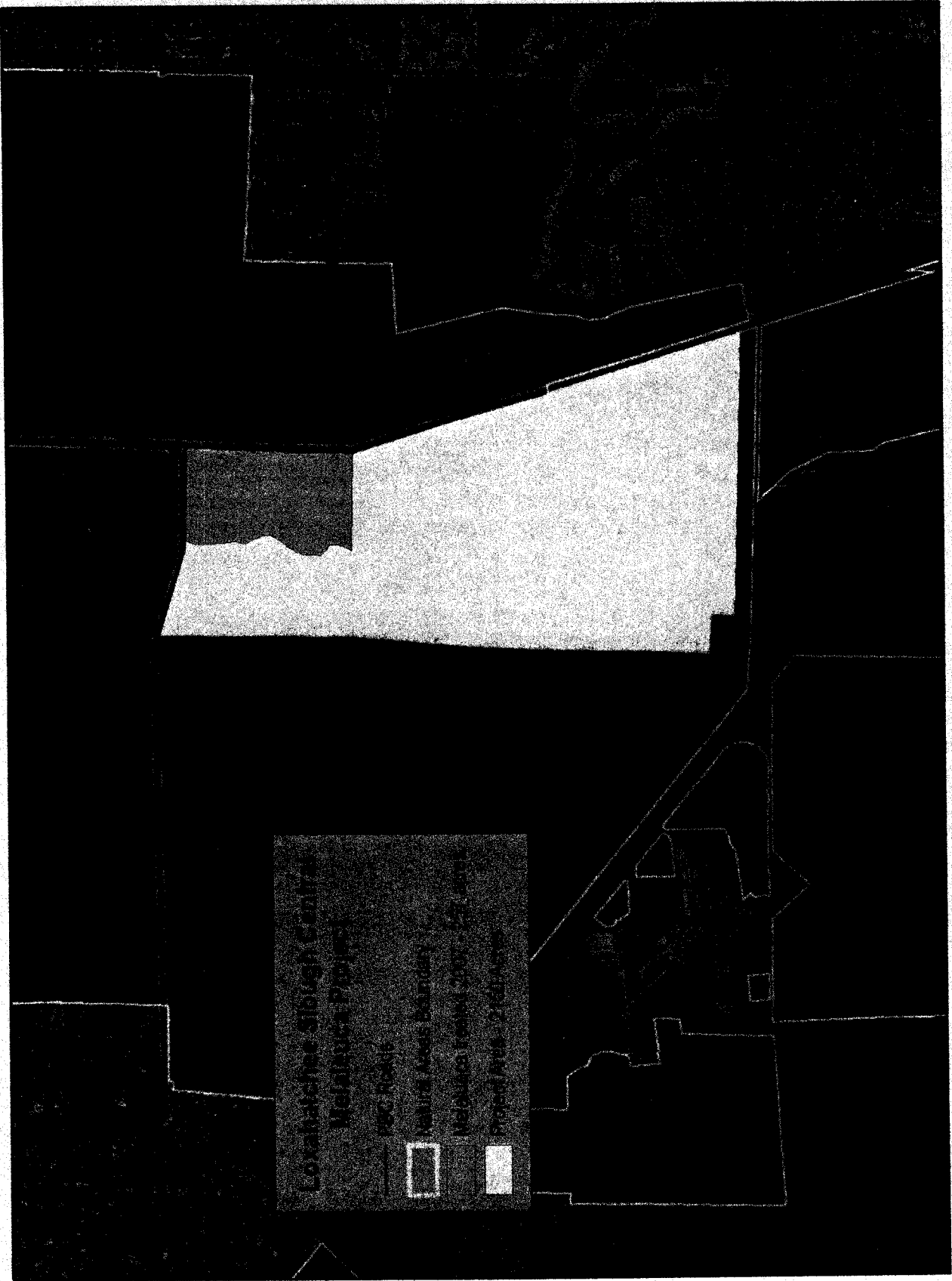
SCOPE OF WORK

The ground control treatment work can be initiated within weeks of a grant agreement utilizing a vendor from one of the County's master agreement contracts. The work would be conducted in the winter/spring timeframe to take advantage of the dry season, with lower water levels on the site at that time of year. Ground crews will treat melaleuca using the cut stump and/or hack-and-squirt method followed by an application of the herbicide Arsenal. The cambium of the trunk shall be treated w/ herbicide (wet but w/ no runoff) immediately after cutting. A blue indicator dye shall be used in all Arsenal applications to distinguish treated from untreated plants. All seedlings less than one quarter inch shall be pulled up from the ground and placed on vegetation so as to prevent their roots from touching the ground or water. The estimated cost for ground control treatment is \$900,000.

TOTAL PROJECT COST - \$900,000

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Exhibit 1



Attachment 3

DGP Contract No. SLJ98

R2001 0772 **CONTRACT** **NOV 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 33406-1546 (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 hereto 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 hereto which are attached hereto and incorporated by reference.
2. The Contractor shall substantially perform the services described in each executed Task Assignment and Task Assignment Change Order. Any and all equipment, products, or materials necessary to perform the Contract shall be supplied by the Contractor, unless otherwise specified hereto.
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. Pending 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 ensure 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 Assignment/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 287.05(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 later 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 850-410-0724 or 1-800-948-3792.
8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.05(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 55.05(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 850-922-9942.
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:

Contractor	Department
<p>Palm Beach County Department of Environmental Resources Management Attn: Richard B. Welshy 3323 Balvedere Road, Building 302 West Palm Beach, Florida 33406-1548</p>	<p>Florida Department of Environmental Protection Bureau of Invasive Plant Management Attn: Greg Johnson (408710) 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000</p>
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 voluntarily executed by the Department for subject 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.

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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 Johnson, Environmental Administrator, telephone number 850/467-2600. The Site Manager's name and telephone number will be designated in each Task Assignment. The Contractor's Contract Manager is Richard E. Whitney, 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. Whenever 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 between 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 duty or failure to exercise any right, power or remedy according to other party upon breach or default by either party under this Contract, shall impact any such right, power or remedy of either party; nor shall such duty 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 not 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 850/467-4015.
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 awarded to by the Department and agrees to be responsible for the payment of all taxes 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 directly in its permittees program and requests that all subcontracting opportunities afforded by this Contract adhere directly substantially. 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 industry 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 its 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 when 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 statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its 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 services 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, equipment, etc.). All change orders are subject to the written agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Contractor's cost or time, including 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 amendments to the Contract.
27. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public safety crime may not perform work as a grantor, 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: NOV 15 2001

ATTENTION: DOROTHY H. WILKINS, CLERK
PALM BEACH COUNTY
FLORIDA
DEPUTY CLERK

Approved as to Form and Legal Sufficiency:

[Signature]
County 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 Amendment Notification Form (1 Page)
Attachment	B	Task Amendment Change Order Form (1 Page)
Attachment	C	Scope of Services (1 Page)

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Director, Division of State Lands or designee
Date: 11-4-01

[Signature]
DEP Contract Manager
[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature]
DEP Attorney

15

Attachment 4



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,

Executive Staff

Kenneth D. Haddad
Executive Director

Nick Wiley
Assistant Executive
Director

Karen Ventimiglia
Deputy Chief of Staff

James V. Antista
James V. Antista
General Counsel

jva:bh

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

Office of the
Executive Director
Kenneth D. Haddad
Executive Director
(850) 487-3798
(850) 923-5786
FAX

Legal Office
James V. Antista
850-487-1764
850-487-1760 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:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

OCT 20 2008

RECEIVED
FAC
Invasive Plant Mgmt. Section

16

**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

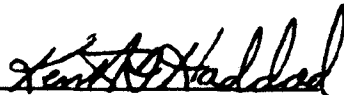
WHEREAS, DEP and FWC do hereby desire to enter into this Interagency Agreement in order to memorialize the actions taken as cited above and formally transfer from DEP to FWC, consistent with Chapter 2008-150, Laws of Florida, designated powers, duties, functions,

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

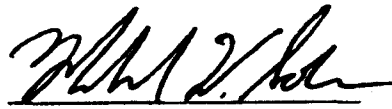
NOW, THEREFORE, the parties agree to the following actions:

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.

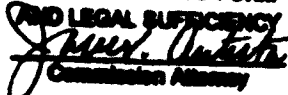
WHEREOF, DEP and FWC execute this AGREEMENT through the undersigned.


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

18

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
SL985	08159	Leon County Board of County Commissioners
SL981	08160	FSU Department of Biology Science

2009 - 1012

BGEX - 380 - 042709*1601

BGRV - 380 - 042709*610

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

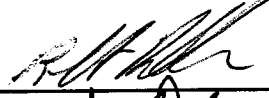
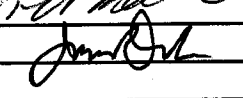
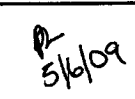

Fund 3654 Environmental Capital Projects Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended 5/4/2009	REMAINING BALANCE
<u>REVENUES</u>							
381-E270 Loxahatchee Slough Natural Area 3439- State Grant Other Physical Environ	0	0	1,250,000	0	1,250,000		
TOTAL RECEIPTS & BALANCES	0	15,686,307	1,250,000	0	16,936,307		
<u>EXPENDITURES</u>							
381-E270 Loxahatchee Slough Natural Area 6504 - IOTB Non Infrastructure	0	1,800,000	1,250,000	0	3,050,000	1,510,277	1,539,723
TOTAL APPROPRIATIONS & EXPENDITURES	0	15,686,307	1,250,000	0	16,936,307		

Environmental Resources
Management

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

Signatures & Dates

 4/28/09
 5-11-09
 5/6/09
 5/9/09
SW 5/4/09

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

May 19, 2009

Deputy Clerk to the
Board of County Commissioners