

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 4, 2011

Consent
 Workshop

Regular
 Public Hearing

Department:

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Three (3) original documents for the Department of Environmental Resources Management:

A) Time extension for Cooperative Agreement L10AC20019 with the Bureau of Land Management (BLM) from July 30, 2011 to July 30, 2012;

B) Interlocal Agreement executed by the Lantana Police Department for manatee speed zone law enforcement from November 15, 2011 to April 30, 2014; and

C) Task Assignment No. AP10 with the Florida Fish and Wildlife Conservation Commission (FWC) Grant Agreement No. 8135 for contracted services related to the aquatic plant control program for \$57,223.00, expiring June 30, 2012.

Summary:

A) The Cooperative Agreement L10AC 20019 with the US Bureau of Land Management (BLM) for the engineering and design of a shoreline stabilization project at the Jupiter Inlet Lighthouse Outstanding Natural Area, commencing June 29, 2010 and ending July 30, 2011 was approved August 27, 2010 (R2010-1295). Delegated authority to sign time extensions was provided at that time. B) On December 18, 2007, the Board of County Commissioners approved a Resolution (R2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in estuarine waters of Palm Beach County. Delegated authority to execute these standard form agreements was approved, pursuant to PPM No. CW-O-051, on December 18, 2007 (R2007-2277). On July 11, 2011 a revised standard form was approved. C) FWC Agreement No. 8135 was approved on October 1, 2002 (R2002-1748). Delegated authority to sign task assignments was provided at that time. Districts 1 & 7/Countywide (SF)

Background and Justification: N/A

Attachments:

- 1) E-mail forwarded by Faye Winters, Field Office Biologist
- 2) Interlocal Agreement for Law Enforcement Services
- 3) Task Assignment Notification Form Contract No. FWC8135

Recommended by: _____

Department Director

Date

9/19/11

Approved by: _____

County Administrator

Date

9/20/11

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No fiscal impact. FWC agreement included in FY2012 budget, Fund 1226 Unit 3249.

C. Department Fiscal Review: *JH*

III. REVIEW COMMENTS

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

N. Diaz 9/20/11
 OFMB *SB 9/20/11*
J. J. Jacoby 9/28/11
 Contract Development and Control

B. Legal Sufficiency: *9/19/11*

Anne Delgent 9/29/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

Grant and Cooperative Agreement

CHOOSE ONE:

 COOPERATIVE AGREEMENT

 GRANT

 CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L10AC20019		2. SUPPLEMENT NUMBER 0002		3. EFFECTIVE DATE 08/02/2011		4. COMPLETION DATE 07/30/2012			
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) COUNTY OF, PALM BEACH Attn: ATTN GOVERNMENT POC P O BOX 4036 WEST PALM BEACH FL 33402-4036				6. ISSUED BY BLM WO-OFFICE DIV BUS RSRCS (WO850) Mailing Address: 1849 C ST. NW RM 1075 LS WASHINGTON DC 20036					
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) BLM - Faye Winters (601) 977-5431 Pam Beach County - Michael Stahl (561) 233-4233					
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.									
10. RESEARCH, PROJECT OR PROGRAM TITLE Jupiter Inlet Lighthouse Outstanding Natural Area Shoreline Stabilization and Enhancement Project.									
11. PURPOSE This no cost modification extends the completion date of the project to July 30, 2012									
12. PERIOD OF PERFORMANCE (Approximately) 06/29/2010 through 07/30/2012									
13A.		AWARD HISTORY			13B.		FUNDING HISTORY		
PREVIOUS		\$186,440.46			PREVIOUS		\$186,440.46		
THIS ACTION		\$0.00			THIS ACTION		\$0.00		
CASH SHARE		\$0.00			TOTAL		\$186,440.46		
NON-CASH SHARE		\$0.00							
RECIPIENT SHARE		\$0.00							
TOTAL		\$186,440.46							
14. ACCOUNTING AND APPROPRIATION DATA									
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS			
15. POINTS OF CONTACT									
TECHNICAL OFFICER		NAME		MAIL STOP		TELEPHONE		E-MAIL ADDRESS	
NEGOTIATOR									
ADMINISTRATOR		Lisa Clayton				202-912-7098		litclayton@blm.gov	
PAYMENTS									
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: Consolidated Natural Resources Act, Section 202 (PL-110-229), signed May 8, 2008; 43 U.S.C.A. 1787									
17. APPLICABLE STATEMENT(S), IF CHECKED: <input checked="" type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS					
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT					
CONTRACTING/GRANT OFFICER Christine K Shaver		DATE		AUTHORIZED REPRESENTATIVE		DATE			

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.231 DUNS Number: 078470481+0000 Period of Performance: 06/29/2010 to 07/30/2012				

Bureau of Land mgmt
Coop. Agent # L10AC-20019
Jupiter Isl. shoreline Stabilization

Dee Ann Miller

From: Michael Stahl
Sent: Tuesday, July 26, 2011 10:12 AM
To: Dee Ann Miller
Subject: FW: shoreline project extension through Sept. 30, 2011

R 2010-1295

Extension to
9-30-11

Michael Stahl
Senior Environmental Analyst
Palm Beach County
Department of Environmental Resources Management mstahl@co.palm-beach.fl.us
(561) 233-2433

-----Original Message-----

From: fwinters@blm.gov [mailto:fwinters@blm.gov]
Sent: Friday, April 29, 2011 3:50 PM
To: Michael Stahl
Cc: bdawson@blm.gov
Subject: Fw: shoreline project extension through Sept. 30, 2011

Mike,

Good news for this Friday afternoon.

Faye

Faye Winters, Field Office Biologist
BLM Southeastern States Field Office
411 Briarwood Drive, Suite 404
Jackson, MS 39206
(601) 977-5431
(601) 966-2376 cell
(601) 977-5440 fax

----- Forwarded by Faye Winters/JFO/ES/BLM/DOI on 04/29/2011 02:47 PM -----

Myra
Musialkiewicz/ESO
/ES/BLM/DOI

04/29/2011 02:44
PM

Andrew A Pierpan/WO/BLM/DOI@BLM

To

cc

Tim Spisak/WO/BLM/DOI@BLM, Marie
Stewart/ESO/ES/BLM/DOI@BLM, Bruce
Dawson/JFO/ES/BLM/DOI@BLM, Faye
Winters/JFO/ES/BLM/DOI@BLM, Mary
Isaac/ESO/ES/BLM/DOI@BLM

Subject

Re: sharepoint updates(Document
link: Faye Winters)

Hi Andrew!

I was just able to get ASD approval on the extension of the deadline date for the Jupiter habitat project. As a follow-up to that decision and as a result of our conversation earlier today, I have changed, on the monthly report update on the SharePoint, the scheduled completion date to September 30, 2011. No funds are associated with this extension.

extension approved

Thanks for getting the clarification on this item. Hope you have a good weekend.

myra
Eastern States (910)
(703) 440-1710
(703) 440-1701 (fax)
mmusialk@blm.gov

Andrew A
Pierpan/WO/BLM/DO
I

04/29/2011 03:25
PM

To

Nancy L Beres/AKSO/AK/BLM/DOI@BLM,
Linda S
Johnson/AZSO/AZ/BLM/DOI@BLM, Jane
Arteaga/CASO/CA/BLM/DOI@BLM, Stuart
Cox/COSO/CO/BLM/DOI@BLM, Myra
Musialkiewicz/ESO/ES/BLM/DOI@BLM,
Tanya Pardy/ISO/ID/BLM/DOI@BLM,
Gregory
Pedersen/MTSO/MT/BLM/DOI@BLM, Don
Ellsworth/AUFO/NM/BLM/DOI@BLM, Gary
Gustafson/NVSO/NV/BLM/DOI@BLM, Ryan
Robin/SAFO/OR/BLM/DOI@BLM, Tiffany
Martinez/UTSO/UT/BLM/DOI@BLM,
Michael Valle/WYSO/WY/BLM/DOI@BLM,
Cynthia A
Callaham/NIFC/BLM/DOI@BLM, Timothy
Shannon/NOC/BLM/DOI@BLM

cc

Subject

sharepoint updates

Hey guys,

Thank you all for the updates that have been uploaded so far. I really appreciate it. Just one reminder, please review the comments that are associated with each project before the next update. I've seen quite a few that are referring to events that happened many months ago and even last year.

Hope you all have a great weekend!

Andrew

Andrew A. Pierpan
Management and Program Analyst
Bureau of Land Management
Department of the Interior
Phone: 202-912-7076
andrew_pierpan@blm.gov

**INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES
BETWEEN PALM BEACH COUNTY
AND LANTANA POLICE DEPARTMENT**

THIS AGREEMENT is made this 29 day of July, 2011, between Lantana Police Department of Palm Beach County, Florida, hereinafter referred to as "Contractor", and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), hereinafter referred to collectively as the "parties."

WITNESSETH

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

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

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season; and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a revised standard form Interlocal Agreement for law enforcement services during manatee season; and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission has demonstrated that the increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Contractor and the County agree as follows:

1) Recitals

The recitals set forth above are true and correct and form a part of this Agreement.

2) Purpose.

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Contractor and are not a replacement for said services.

3) Location of Law Enforcement Services

The Contractor shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit "A".

4) Responsibility of Contractor

A. The Contractor shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Contractor shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Contractor shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Contractor shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review. The Contractor shall provide the following information with the invoice: Standard Marine Enforcement Monthly Report Form (form to be provided by the County); documentation of warnings and citations issued to violators by the Contractor; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Contractor for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County Circuit Court, the Contractor shall immediately inform the County. The County will then determine whether the Contractor will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

5) Responsibility of the County

A. The County will reimburse the Contractor for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Contractor in the fulfillment of this Agreement. The County will reimburse the Contractor on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Contractor by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Contractor each year prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15th** of each year to assess the quality and quantity of services being performed by the Contractor between November 15 and January 15 of each year. If it appears that the Contractor is not providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the County may issue an amended award letter ("Amended Award Letter") to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such

funds may be reallocated to more productive Contractor(s).

6) Effective Date and Term of the Agreement

This Agreement shall take effect November 15, 2011 and shall terminate on April 30, 2014, unless earlier terminated as provided herein or extended by the parties.

7) Authorized Representative

A. The County's authorized representative is the Director of the Department of Environmental Resources Management, (561) 233-2400, West Palm Beach, Florida, or his designee.

B. The Contractor's authorized representative is Sgt. Doug Sills _
(561) 301 -3643 , or his/her successor.

8) Independent Contractor

A. The parties shall be considered independent contractors, and no party shall be considered an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

B. All employees and agents of the Contractor who perform any act or service under the terms of this Agreement shall at all times be considered employees of the Contractor and not of the County. The Contractor will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment for those employees performing Services as provided herein.

9) Payment

A. For reimbursement to occur, the Contractor shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The Contractor shall provide additional documentation to support any invoice if requested by the County. Invoices received from the Contractor shall be reviewed by the Department of Environmental Resources Management and upon approval shall be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within forty-five (45) days of receipt. In the case of a dispute involving the amounts due to the Contractor, payment may be delayed.

B. In order for both parties herein to close their books and records at the conclusion of each manatee season, the Contractor will clearly state "final invoice" on the Contractor's final/last invoice to the County. This shall constitute the Contractor's certification that all

services have been properly performed and all charges and costs have been invoiced to the County. Any other charges not properly included on this final invoice are waived by the Contractor.

10) Compliance with Codes and Laws

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

11) Access to Records and Audits

The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation. The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only upon reasonable notice, time and place. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

12) Funding

This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners.

13) Notice

Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered, faxed, or mailed (by certified mail, return receipt requested) to the respective addresses/recipients specified below:

As to the Contractor:

Lantana Police Department
Address: 500 Greynolds Circle _____
City, State, Zip: Lantana, FL 33462 _____
Fax: (561) 540-5711 _____

As to County:

Palm Beach County
Director of Department of Environmental Resources Management
2300 N. Jog Road - 4th Floor
West Palm Beach, FL 33411-2743
Fax: (561) 233-2414

Copy to:

Palm Beach County
Attn: County Attorney for ERM

301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

14) Default, Termination, Opportunity to Cure

A. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

15) Waiver or Breach

It is hereby agreed to by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

16) Indemnification

The Contractor shall be responsible for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the Contractor.

17) Insurance

A. Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the Contractor acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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

D. When requested, the Contractor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages.

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

18) Applicable Law

Any litigation arising from or relating to this Agreement will be governed by the laws of the State of Florida and the venue in any such proceeding will be exclusively in Palm Beach County, Florida.

19) Severability

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

20) Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement will be borne by the respective parties. This provision pertains only to the parties to the Agreement.

21) Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, all of which together will constitute one (1) and the same instrument.

22) Captions

The captions and section designations set forth herein are for convenience only and have no substantive meaning.

23) Exhibits

The Exhibits referred to and attached to this Agreement are incorporated herein in full by this reference.

24) Assignment

This Agreement is not assignable by either party.

25) Equal Opportunity

The County and the Contractor agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, age, marital status, sexual orientation, familial status, gender identity or gender expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of the Agreement.

26) Construction

This Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

27) Modification and Amendment

Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

28) Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

29) Delegation of Authority to Execute this Agreement.

The Board of County Commissioners of Palm Beach County, Florida delegated the authority to execute this Agreement to the County Administrator or his designee on July 25th, 2011 in Resolution R N/A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA
BY: IT'S BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

Richard E. Welsby

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

(Insert Municipality) POLICE DEPARTMENT

Anne Delgant
County Attorney

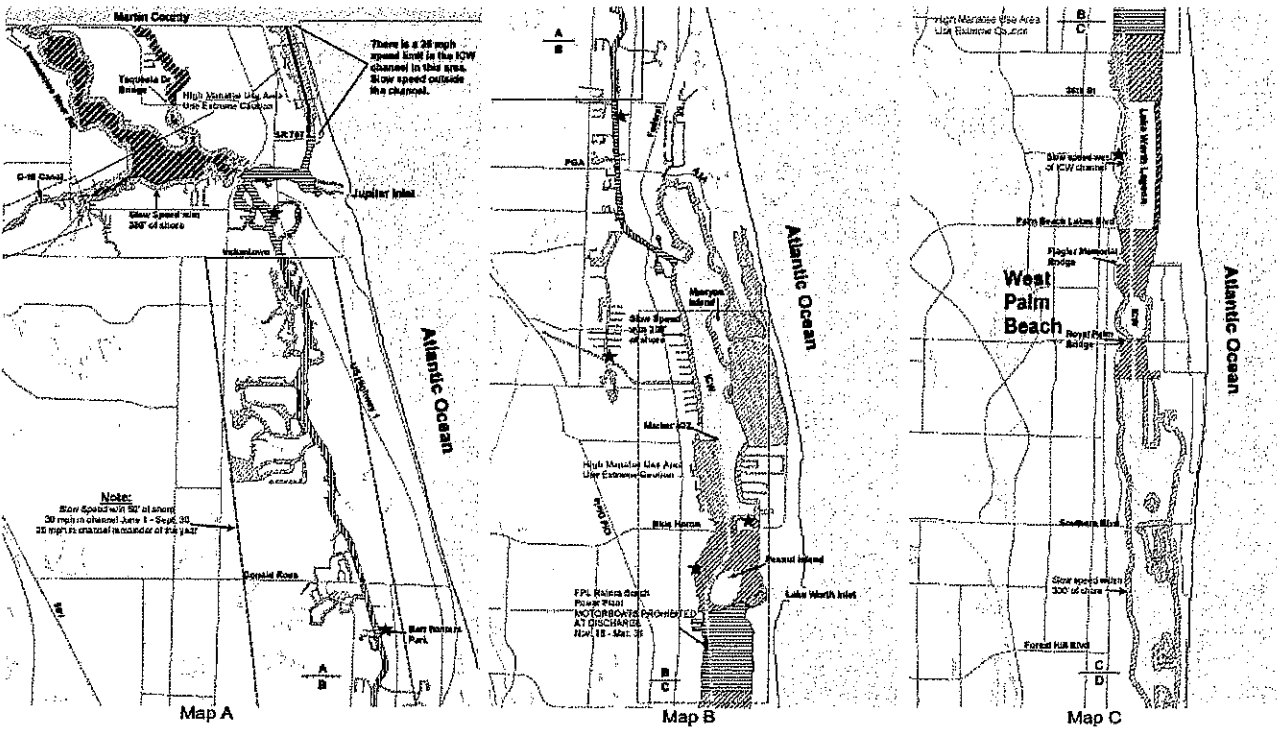
By: Ch, it
(Title)

LANTANA POLICE DEPT.
500 GREYNOLDS CIRCLE
LANTANA, FLORIDA 33462

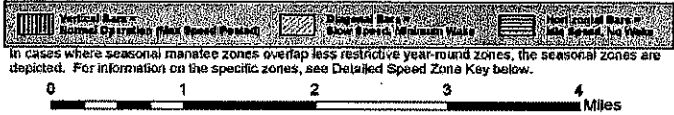
APPROVED AS TO TERMS
AND CONDITIONS:

Richard E. Welsby
Director
Department of Environmental Resource

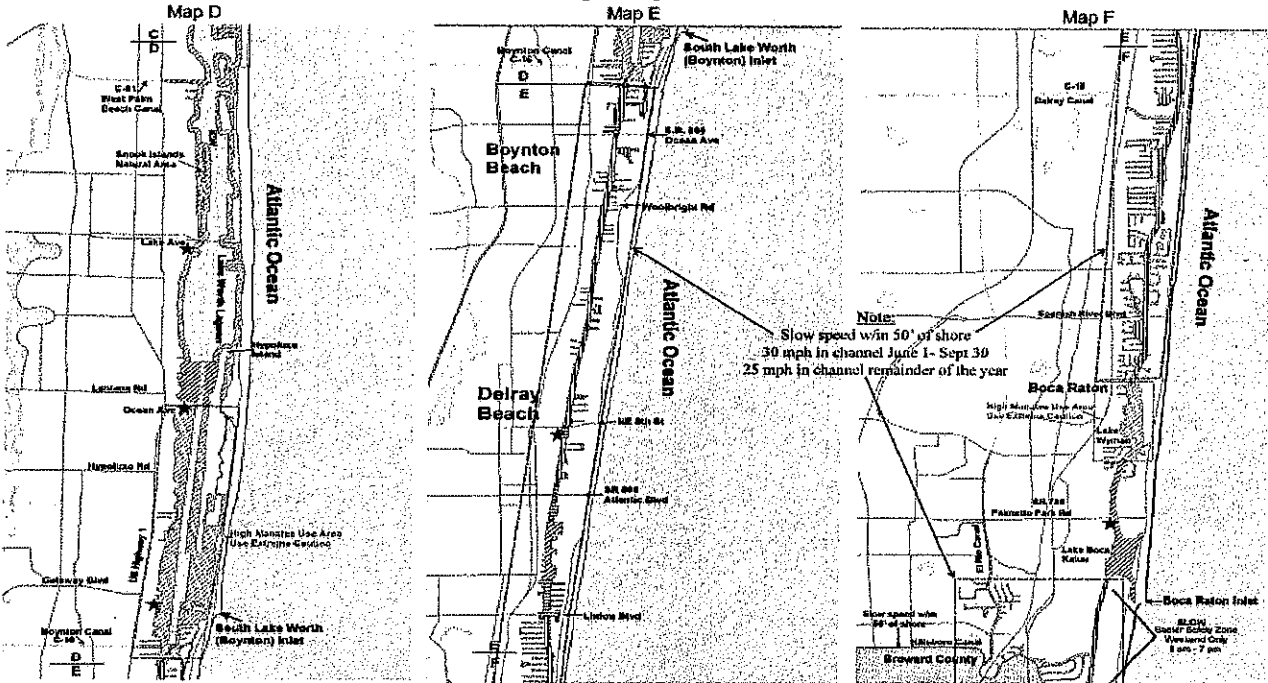
EXHIBIT A



Quick Reference Guide



Palm Beach County Waterway Speed Zones



Note: Waterway speed zones were established by FWC and defined in FAC 68D-24.017 (Boater Safety Zones) and FAC 68C-22.009 (Manatee Zones). For more information contact FWC @ 1-800-955-8771.

**TASK ASSIGNMENT NOTIFICATION FORM
CONTRACT NO. FWC8135**

Task Assignment Number: AP10
 Task Assignment Term: Upon Execution to June 30, 2012
 Contractor Name: Palm Beach County
 Contractor's Contract Manager/Telephone: Richard Walesky 561-233-2400
 FWC Contract Manager/Telephone: Kat Ethridge
 FWC Site Manager/Telephone: Jackie Smith

Task Description: Provide aquatic vegetation control services in accordance with the work plan for water bodies within Palm Beach County. A copy of the subject work plan is provided as Attachment A-1, attached hereto and made a part hereof. Work shall be conducted pursuant to details stated on the attached work plan pages. The Section Leader of the Invasive Plant Management Section may issue modifications to this Task Assignment altering the scope of the Invasive plant control authorized or reducing the Cost Reimbursement Task Assignment amount.

Deliverables: Receipt of an Itemized invoice, payroll information (pay stubs or register), chemical invoices and approved and signed 454 forms. A completed invoice package is due by the 20th of each month with the exception of the invoice for the month of June. A complete invoice package for June must be submitted within the time period given by the FWC Contract Manager. The invoice must reflect the FWC Contract number as well as the Task Assignment number.

Cost Reimbursement Task Assignment Amount: \$57,223.00
Invoicing Frequency: Invoices are submitted monthly.

Funding Information:

Org Code	EO	Fund	Category	Fiscal Year	Object Code	PID	Amount
7735-8090-300	02	030001	102334	2011-2012	139940	97839391000	\$57,223.00

Approvals:
Palm Beach County

Fish and Wildlife Conservation Commission
Division of Habitat and Species Conservation

Bob Miller 6/3/11
 Contract Manager(or Designee) Date

Kat Ethridge 6/2/11
 Contract Manager(or Designee) Date

Robert Robbins 6/3/11
 Print Name Date

William E. Carter 6/22/11
 Section Leader(or Designee) Date
 Invasive Plant Management Section

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
Anne Delgant
 COUNTY ATTORNEY

CC: Contract office
 Finance and Budget Office
 Regional Biologist

Work to be done in 1951

1. 1951

**Florida Fish and Wildlife Conservation Commission, Chapter 68F-54, F.A.C.
FY 2011-2012 Cooperative Aquatic Plant Control Program - Workplan**



Contractor Area:	Palm Beach County		
Water Body:	Clarke, Lake	Water Body Code:	43149
County:	Palm Beach	Water Body Acres:	33
Major Water Uses:	Fishing, Water Skiing, Jet Skiing, Boating, Wildlife Observation		

Species of Concern:

Ibis, woodstorks

Management Objectives:

This lake is a very urbanized with most of the shoreline seawalled (90%). It is a widening in a canal which does not allow for grass carp to be used. Need to keep hydrilla and floating plant population at lowest feasible level to allow for public water use.

Plants to be Controlled	Acres to be Controlled	Estimated Cost	Control Method(s)
Hydrilla verticillata	25	\$5,125.00	Hydrothol 191, Aquathol Super K, Aquathol K
Floating Plants (Eichhornia and Pistia)	20	\$3,970.00	Diquat

Other Plants: (requires explanation below)

1) Nymphoides cristata	2	\$375.00	Flumioxazin, Aquathol K, Glyphosate, Diquat
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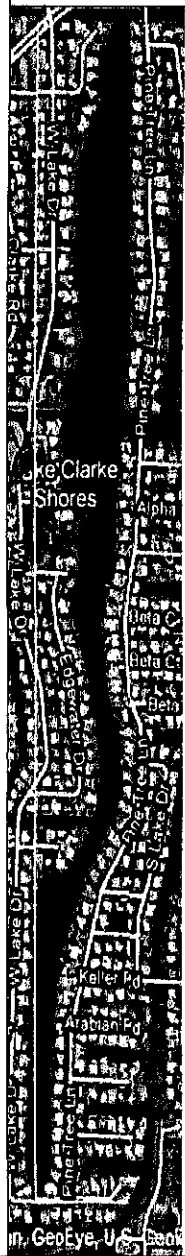
Other Plants Explanation

1) This is a relatively new exotic species in the waterbody and need to prevent from expanding

Public Notification Procedures

<input checked="" type="checkbox"/> Signs posted at access points	<input type="checkbox"/> Notices in newspapers	<input type="checkbox"/> Public meetings
<input type="checkbox"/> Notices distributed to residents	<input type="checkbox"/> Signal or marker system	<input type="checkbox"/> Other

Comments:



**Florida Fish and Wildlife Conservation Commission, Chapter 68F-54, F.A.C.
FY 2011-2012 Cooperative Aquatic Plant Control Program - Workplan**



Contractor Area:	Palm Beach County		
Water Body:	Ida, Lake	Water Body Code:	40001
County:	Palm Beach	Water Body Acres:	159

Major Water Uses: Fishing, water skiing, jet skiing, recreational boating, wildlife observation

Species of Concern:

Ibis, woodstorks

Management Objectives:

This is a very urbanized lake with large public use. It is part of a canal system which does not allow for use of grass carp. Hydrilla and floating plant levels need to be maintained at the lowest feasible levels. The lake is a fish management area.

Plants to be Controlled	Acres to be Controlled	Estimated Cost	Control Method(s)
Hydrilla verticillata	30	\$4,233.00	Aquathol Super K, Aquathol K
Floating Plants (Eichhornia and Pistia)	30	\$8,711.00	Diquat

Other Plants: (requires explanation below)

1) Alternanthera philoxeroides	1	\$263.00	Glyphosate
2) Colocasia esculenta	2	\$558.00	Imazamox, 2,4-D (liquid), Diquat, Glyphosate
3) Panicum repens	4	\$2,102.00	Glyphosate
4) Phragmites australis	1	\$526.00	Glyphosate
5) Typha spp.	1	\$526.00	Glyphosate

Other Plants Explanation

- 1) To prevent alligator weed from expanding into native plant restoration littoral areas along Lake Ida Park and SE shoreline
- 2) To prevent taro from expanding at the mouth of the Lake Worth Drainage District lateral canal on the north end of Lake Ida Park
- 3) To prevent torpedograss from expanding into native plant restoration littoral areas along Lake Ida Park and SE shoreline
- 4) To prevent phragmites from expanding into native restoration littoral areas along Lake Ida Park and SE Shoreline
- 5) To prevent cattails from expanding into native plant restoration littoral areas along Lake Ida Park and SE shoreline

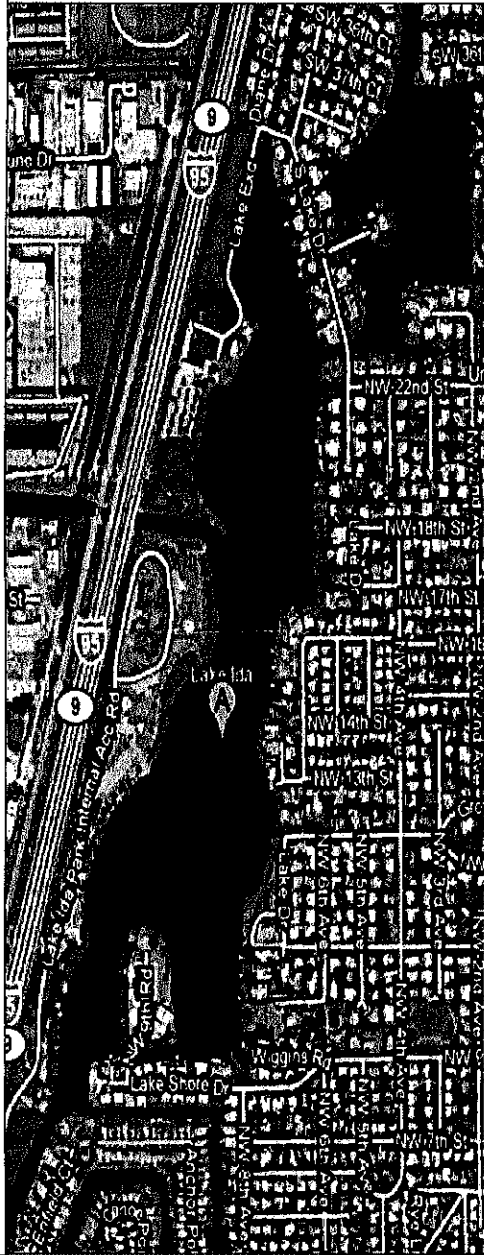
Public Notification Procedures

X Signs posted at access points ___ Notices in newspapers ___ Public meetings
 ___ Notices distributed to residents ___ Signal or marker system ___ Other

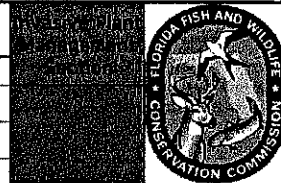
Comments:

Part of the work will be done by ERM and the other will be completed by the parks dept

Locations of boat ramps, Hydrilla and Other Plants proposed for control.



**Florida Fish and Wildlife Conservation Commission, Chapter 68F-54, F.A.C.
FY 2011-2012 Cooperative Aquatic Plant Control Program - Workplan**



Contractor Area:	Palm Beach County		
Water Body:	Osborne, Lake	Water Body Code:	40002
County:	Palm Beach	Water Body Acres:	356

Major Water Uses: Fishing, water skiing, jet skiing, recreational boating, wildlife observations

Species of Concern:

Ibis, woodstorks

Management Objectives:

This is a very urbanized lake with large local population use. It is part of a larger canal system so grass carp can not be used as a control method. It is important to keep hydrilla and floating plants at lowest feasible levels. There are also large areas of littoral restoration that require work on other plants that may expand into these areas.

Plants to be Controlled	Acres to be Controlled	Estimated Cost	Control Method(s)
Hydrilla verticillata	40	\$9,579.00	Aquathol Super K, Aquathol K
Floating Plants (Eichhornia and Pistia)	50	\$13,867.00	Diquat

Other Plants: (requires explanation below)

1) Alternanthera philoxeroides	3	\$1,577.00	Glyphosate
2) Colocasia esculenta	3	\$1,024.00	Imazamox, 2,4-D (liquid), Diquat, Glyphosate
3) Ludwigia octovalvis/peruviana	1	\$526.00	Glyphosate
4) Panicum repens	10	\$5,256.00	Glyphosate
5) Phragmites australis	3	\$1,576.00	Glyphosate
6) Typha spp.	3	\$1,576.00	Glyphosate
7) Urochloa mutica	2	\$1,051.00	Glyphosate

Other Plants Explanation

- 1) Prevent alligatorweed from expanding into native plant restoration littoral areas at various John Prince Park shoreline locations
- 2) Prevent taro from expanding at northern and western edge of Crinum Island and the shoreline of John Prince Park
- 3) Prevent primrose willow from expanding into native plant restoration areas at various John Prince Park shoreline locations.
- 4) Prevent torpedograss from expanding into native plant restoration areas at various John Prince Park shoreline locations
- 5) Prevent phragmites from expanding into native plant restoration areas at various John Prince Park shoreline locations.
- 6) Prevent cattails from expanding into native plant restoration areas in various John Prince Park shoreline locations.
- 7) Prevent paragrass from expanding into native plant restoration areas at various John Prince Park shoreline locations.

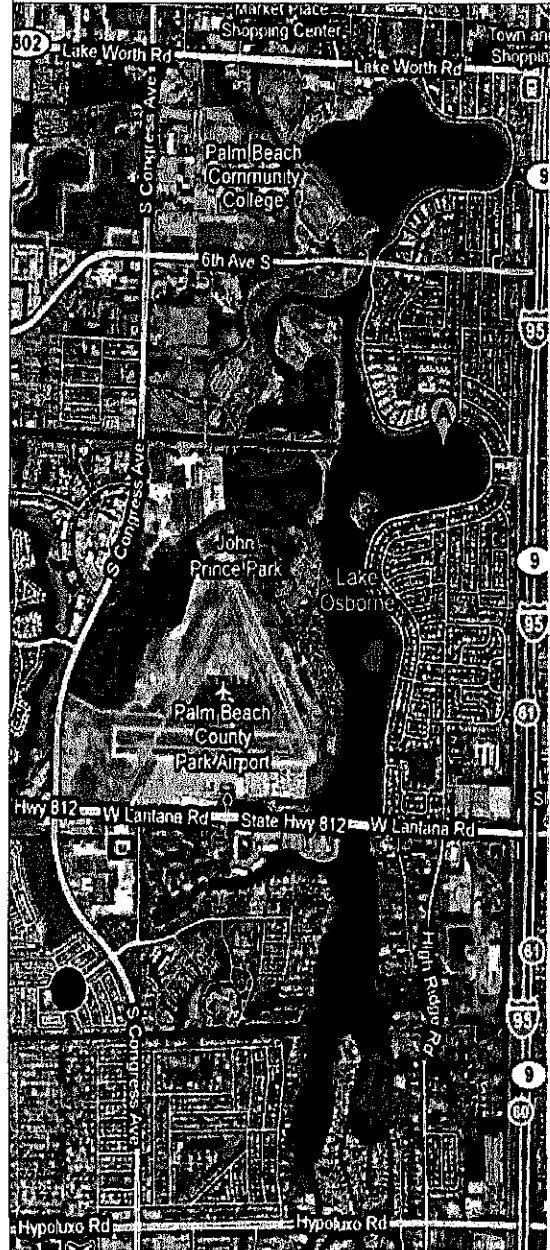
Public Notification Procedures

Signs posted at access points Notices in newspapers Public meetings
 Notices distributed to residents Signal or marker system Other

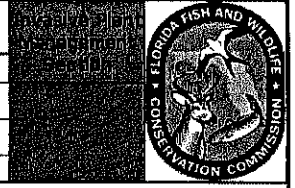
Comments:

Part of work to be done by ERM and the other part by parks department.

Locations of boat ramps, Hydrilla and Other Plants proposed for control.



**Florida Fish and Wildlife Conservation Commission, Chapter 68F-54, F.A.C.
FY 2011-2012 Cooperative Aquatic Plant Control Program - Workplan**



Contractor Area:	Palm Beach County		
Water Body:	Pine, Lake	Water Body Code:	43148
County:	Palm Beach	Water Body Acres:	35
Major Water Uses:	Water skiing, fishing, jet skiing, recreational boating		

Species of Concern:

Ibis, Wood Storks

Management Objectives:

This is a highly urbanized lake at the east end of the Palm Beach International Airport. The lake is used heavily for water skiing by the public. Hydrilla and floating plants need to be kept at lowest feasible levels to continue lake use.

Plants to be Controlled	Acres to be Controlled	Estimated Cost	Control Method(s)
Hydrilla verticillata	20	\$2,604.00	Aquathol Super K, Aquathol K
Floating Plants (Eichhornia and Pistia)	10	\$1,985.00	Diquat

Other Plants: (requires explanation below)

1) Panicum repens	1	\$312.00	Glyphosate
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Other Plants Explanation

1) Prevent torpedograss from expanding in the the skiing areas of the lake.

Public Notification Procedures

<input checked="" type="checkbox"/> Signs posted at access points	<input type="checkbox"/> Notices in newspapers	<input type="checkbox"/> Public meetings
<input type="checkbox"/> Notices distributed to residents	<input type="checkbox"/> Signal or marker system	<input type="checkbox"/> Other

Comments:

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Locations of boat ramps, Hydrilla and Other Plants proposed for control.

