

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 19, 2013

Consent

Regular

Workshop

Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** purchase order A8E447 from the Florida Fish and Wildlife Conservation Commission (FWCC) for cost reimbursement for Gopher Tortoise Habitat Management at the Hypoluxo Scrub Natural Area expiring March 30, 2014 in an amount not to exceed \$12,000; and
- B) **authorize** the County Administrator, or his designee, to sign all future purchase orders and other forms associated with this cost reimbursement, and necessary minor amendments that do not change the scope of work, terms or conditions of this purchase order.

Summary: Reimbursement funds were requested to assist with habitat management activities at Hypoluxo Scrub Natural Area. The cost reimbursement resulting from the approval of this purchase order will provide funding up to \$12,000 for burn preparation and fuel reduction using mechanical treatment to improve gopher tortoise habitat. There is no match required for this reimbursement funding. District 7 (SF)

Background and Justification: Hypoluxo Scrub provides habitat for many rare and threatened species including gopher tortoises. The FWCC's Gopher Tortoise Management Plan places great importance on the ability of protected lands to support gopher tortoise populations at levels that will ensure the long term security of the species.

Attachments:

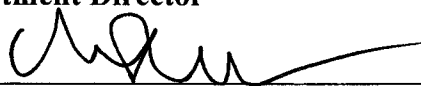
1. Gopher Tortoise Habitat Management funding assistance request
2. Purchase Order No. A8E447

Recommended by:


Department Director

10/20/13
Date

Approved by:


County Administrator

11/5/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$12,000	_____	_____	_____	_____
External Revenues	(\$12,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 1226 Department 380 Unit 3162 Rsrc 4399
 Program _____

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

FWC Purchase Order

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

Susan Neary 10/24/13 *Dr. J. Jacobson 11/14/13*
 OFMB *10/23* *cc 10/24* Contract Development and Control
11-4-13 *Becker*

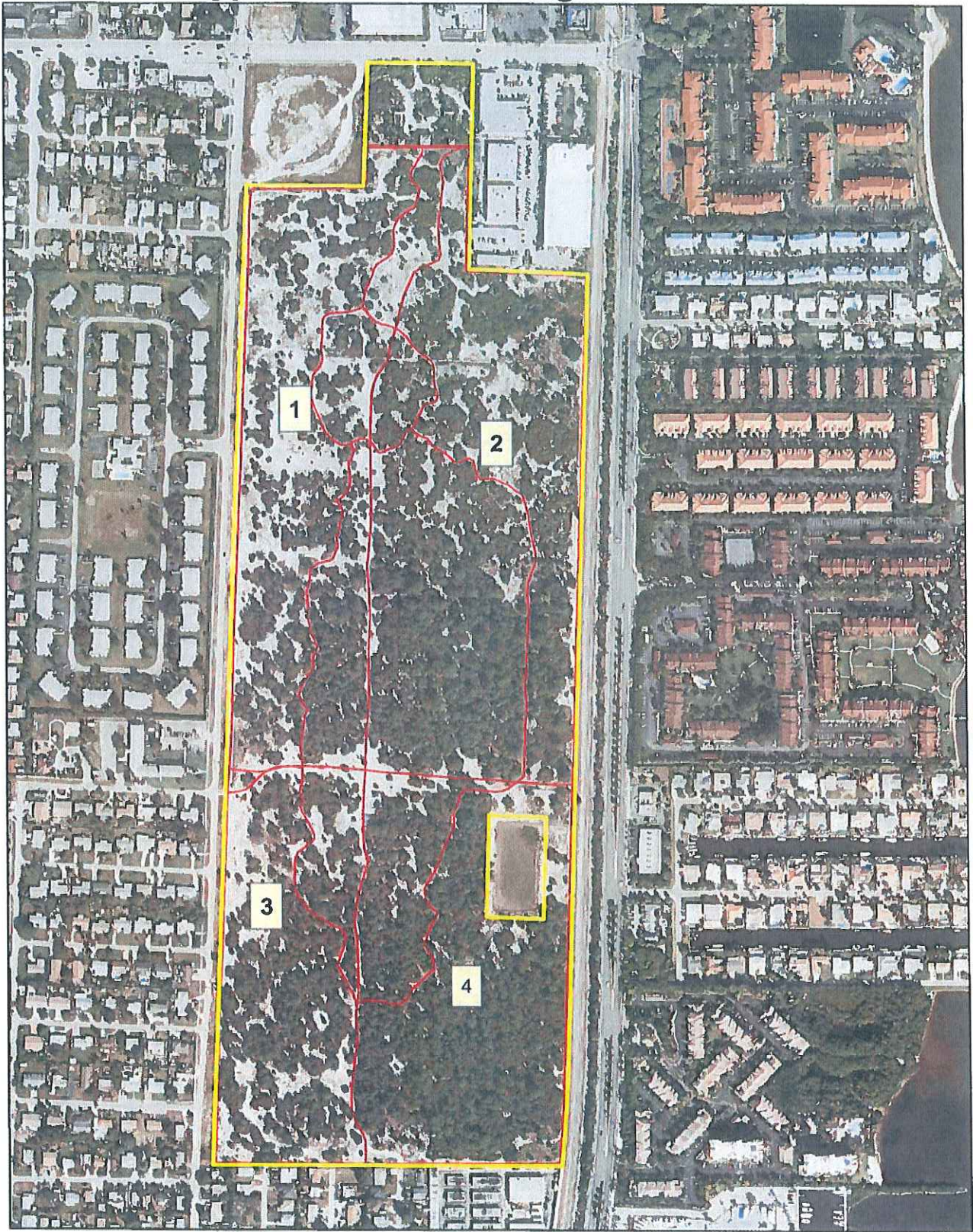
B. Legal Sufficiency:

[Signature]
 Assistant County Attorney



C. Other Department Review:

 Department Director

Hypoluxo Scrub Management Units



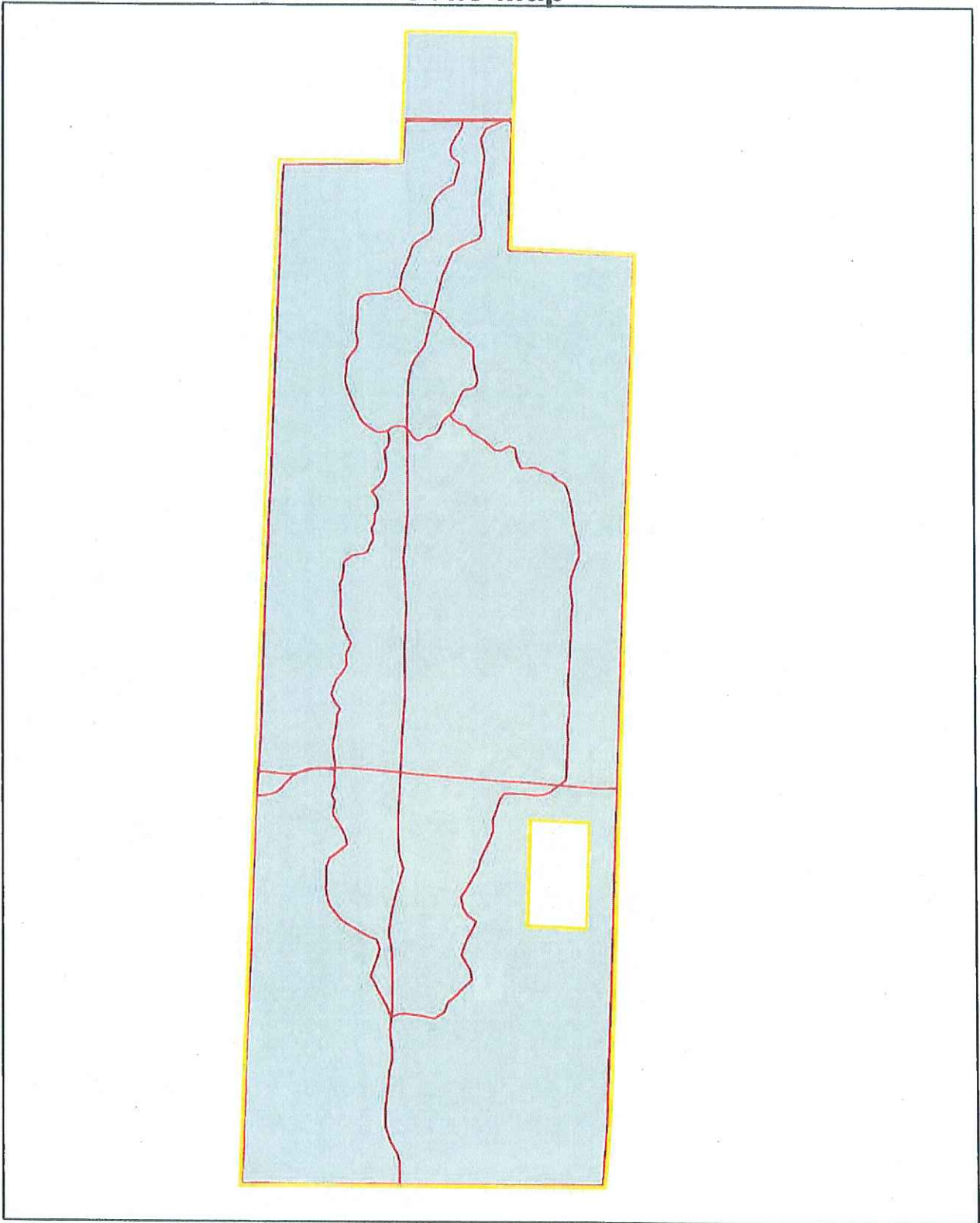
Legend

-  ERM.NA_BOUNDARY
-  ERM.NA_PU_MGMT_LN






2011 Aerial

Hypoluxo Scrub Natural Area Soils Map



Legend




-  Natural Area Boundary
-  Fence, Trail, or Management Road
-  St. Lucie sand



Hypoluxo Scrub Gopher Tortoise Transects Map



Legend

-  ERM.NA_BOUNDARY
-  Gopher Tortoise Transects
-  ERM.NA_PU_MGMT_LN



2011 Aerial

ATTACHMENT 2



Order No. A8E447

Version Number: 1
 Internal Version: false
 Issued on Wed, 02 Oct, 2013
 Created on Wed, 02 Oct, 2013 by Ariba System

Supplier:

Palm Beach County/ERM
 2300 N. Jog Rd., 4th Floor
 West Palm Beach, FL 33411-2743
 United States
 Phone: 1561-233-2528
 Fax: 1
 Contact: Liz Purvis

Ship To:

FWC - Bryant Building
 Bryant Building - GHQ
 620 South Meridian Street
 Tallahassee, FL 32399
 United States
 Phone: 1850.410.0656

Bill To:

FWC - Bryant Building
 Bryant Building
 620 S Meridian St
 Tallahassee, FL 32399-1600
 United States

Deliver To:

jaime.sorin

Entity Description: Fish and Wildlife Conservation Commission
 Organization Code: 77355090200
 Object Code: 770000-139940
 Expansion Option: 62
 Exemption Status: Yes
 Exemption Reason?: 1E

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Burn preparation and fuel reduction using ...		each	12,000	None	\$1.00000 USD	\$12,000.00000 USD
	<p>Burn preparation and fuel reduction using mechanical treatment of gopher tortoise habitat (weather depending). Work will be done by a 3rd party contractor.</p> <p>60 acres at \$200.00 per acre not to exceed \$12,000.00</p> <p>Location: Palm Beach County, Hypoluxo Scrub Natural Area</p> <p>Project Dates: 10/7/2013 – 3/30/2014</p> <p>Contract manager: Deborah Burr (850) 921-1019</p> <p>Payment Information: To be paid upon 100% completion of work.</p> <p>If the Contractor materially fails to comply with the terms and conditions, including any Federal or State stages, rules or regulations, the FWC shall temporarily withhold cash payment pending correction of the deficiency. Additionally, Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Financial consequences of default by the Contractor include but are not limited to the requirement that the Contractor reimburse FWC for procurement costs.</p> <p>Payment Information: To be paid upon 100% completion of work</p> <p>Invoices send to: Attention: Alexandra Perryman Fish & Wildlife Cons. Comm. Habitat & Species Conservation</p>						

620 S. Meridian Street
Tallahassee, FL 32399-1600

Distributors?: N
Requester: jaime.sorin
Ship To Code: A0jnn6so8.q
State Contract ID:
Contract ID:
Requester Phone:
PR No.: PR7554825
MyGreenFlorida Content: N
Method of Procurement: L - governmental agency per 287.057(3)(f)13, defined in 163.3164(10).
Shipping Method: Best Way
FOB Code: INC-Dest
FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
Encumber Funds: Yes
PO Start Date: Sun, 7 Oct, 2012
PO End Date: Mon, 30 Jun, 2014
Fiscal Year Indicator: 2013
PUI#: 7701
Site Code: 770000-00
Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
P Card Order?: No

	Total	\$12,000.00000 USD
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Comments

- COMMENT by **Allegra McMillian** on *10/01/2013*
FWC Contract manager: Deborah Burr
(850) 921-1019 (Allegra McMillian , Tue, 01 Oct, 2013)

Attachments

- ATTACHMENT by **jaime.sorin** on *Tuesday, October 1, 2013 at 10:52 AM*
FWC STANDARD PURCHASE ORDER ATTACHMENT(rev.07.01.13).pdf (76997 bytes)
- ATTACHMENT by **jaime.sorin** on *Tuesday, October 1, 2013 at 10:52 AM*
FWC TERMS AND CONDITIONS(rev.07.01.13).pdf (43437 bytes)

FWC STANDARD PURCHASE ORDER ATTACHMENT VENDOR INFORMATION

ELECTRONIC FUNDS TRANSFER (EFT)

The State of Florida can deposit vendor payments directly into your bank accounts. Vendors can register for EFT at http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm and download the form. *Note:* Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

AUTOMATED CLEARING HOUSE (ACH)

To make transaction fee payments, vendors can also register for debit ACH. Visit http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors and download the ACH form. Complete the form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. *Note:* Registering for the ACH can take up to 14 days.

FLORIDA EMERGENCY SUPPLIER NETWORK (FESN)

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go the following website to obtain a FESN application and contract: http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

For more information, comments or suggestions, email flemergencynet@dms.myflorida.com.

VENDOR TRANSACTION FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments, unless exempt under Rule 60A-1.032, F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any items(s) if such items(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_toolkit/mfmp_transaction_fee_and_reporting

MFMP eQUOTE

Vendors can sign up to receive eQuotes (electronic requests for price quotes (<\$35,000)) from agencies in the State of Florida. Please visit the website below for additional information on how to sign up or update your account.

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_toolkit/mfmp_equote

How does eQuote work?

- Step1: Florida buyers specify the products that they want to purchase and the vendors that they want to receive quotes from.
- Step2: MyFloridaMarketPlace notifies selected vendors by e-mail, and delivers the eQuote directly to each vendor's eQuote inbox.
- Step3: Vendors electronically respond to the eQuote, and have the ability to offer product substitutions or specify other decision-making information to the buyer.
- Step4: The buying agency selects a vendor and issues a purchase order.

INVOICE SUBMISSION

The vendor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services is expressed in writing by the purchase order/contract manager. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the following items.

To avoid delays in payment please be sure the invoice contains the following:

- Invoice Date
- Direct Order / Contract Number on Invoice
- Invoice Number
- Dates of Service(s) - (Beginning Date to Ending Date)
- Quantity Received
- Description of Item(s)
- "Bill To" Name and Address
- Vendor Name & Address
- Vendor's Remit Address
- All the Pages of the Invoice

FWC Terms and Conditions
INSTRUCTIONS AND CONDITIONS

In addition to the Terms and Conditions issued by the Department of Management Services on purchase orders issued via My Florida Marketplace, the following terms and conditions also apply to this transaction:

1. Price(s) specified on the purchase order are all inclusive, with no added fees allowed, including travel expenses.
2. The Commission assumes no liability for merchandise shipped other than to the specified destination. If the delivery location, delivery date or completion of the service date cannot be met as specified, Vendor must notify the Commission promptly. Incorrect shipments not complying with the requirements of this purchase order, including delivery destination, must be re-delivered at the Vendor's expense.

Note: Signature by Commission personnel for deliveries does not confirm either a complete or accurate shipment. Incomplete or incorrect shipments not complying with the requirements of this Purchase Order must be re-delivered at the Vendor's expense.
3. The State of Florida is not required to pay direct Federal Excise and State taxes on services or commodities purchased.
4. Vendors are expected to examine the specifications, delivery schedule(s), prices and all instructions pertaining to commodities and services. Failure to do so will be at the Vendor's risk.
5. Time is of the essence on this order. The State may cancel all or any portion of this order if delivery or performance is not completed within the specified time.
6. The terms and conditions of the purchase order may not be modified by the Vendor. Modifications or amendments of the purchase order require a change order to be issued by the Commission. For questions regarding change orders, contact the Commission's Purchasing Office in Tallahassee at the number referenced on purchase order.
7. The Commission may test the commodities for compliance with specifications, and commodities found to not be in compliance may be rejected and returned at the Vendor's expense and result in termination of the contract as discussed below. Inspection and acceptance will be at destination unless otherwise specified on the purchase order. As provided by section 215.422, F.S., the Commission has five (5) working days to inspect and approve commodities and services unless bid or purchase order specifications state otherwise.
8. The Commission may terminate the Contract if the Vendor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default, including procurement responsibilities. The Vendor shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, the Vendor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Vendor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Vendor and the subcontractor, and without the fault or negligence of either, the Vendor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Vendor to meet the required delivery schedule. If, after termination, it is determined that the Vendor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Commission. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract.
9. A purchase order for services within the ambit of section 287.058(1), F.S., shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (i) thereof. In addition to terminating the contract as described above, if the Vendor materially fails to comply with the terms and conditions of this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances:
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Vendor.
 - B. Reduction of cash payment if correction of deficiency is not made by the Vendor.
 - C. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - D. Request refund of previously disbursed payments.
 - E. Withhold future awards for the project or program.
 - F. Take other remedies that may be legally available.
 - G. Propose Vendor for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.

10. The Commission may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Vendor. Upon receipt of such notice, the Vendor shall, unless the notice directs otherwise, immediately discontinue all work and services. The Vendor may request approval from the Commission to terminate the purchase order in the event of a documented hardship or circumstances beyond the Vendor's control, and such approval will not be unreasonably withheld.

11. The Vendor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services is confirmed in writing by the Commission. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain the purchase order and the Vendor's Federal Employer Identification Number or Social Security Number.

12. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the commodities or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is .03333%. Invoice payment requirements do not start until a properly completed invoice is provided to the Commission. Invoices returned to a vendor due to preparation errors will result in a payment delay.

13. If renewal terms are included in the accompanying procurement document, this Contract may be renewed for the term and price established in that document. Costs associated with the renewal may not be passed on to the Commission. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

14. The Commission shall ensure compliance with section 11.062, FS and section 216.347, FS. The Vendor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Commission's Inspector General, or other authorized State official, the Vendor shall provide any type of information the Inspector General deems relevant to the Vendor's integrity or responsibility. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Vendor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State. The Vendor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the State which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for any costs of investigations that do not result in the Vendor's suspension or debarment.

15. The parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter arising out of or in any way connected with this purchase order, and no third party benefits are created or contemplated by the parties. Venue for any actions, in law or equity, arising from this purchase order, shall be in Leon County, Florida to the exclusion of all other lawful venues.

16. All copy, photos, artwork disks, CDs, and other materials supplied by the Commission must be returned in good condition upon completion of any work. Payment will not be authorized until return is affected.

17. The Vendor shall maintain insurance sufficient to adequately protect the Commission from any and all liability and property damage hazards which may result in the performance of this purchase order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. A Certifications of Insurance evidencing that all appropriate coverage is in full force and effect shall be provided to the Commission upon request.

18. The Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Commission and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, employees, partners, or subcontractors, provided, however, that the Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Commission. This provision shall not be deemed a waiver section 768.28, Florida Statutes.

19. Unless specifically addressed in an attached Scope of Work or bid documents, intellectual property rights to preexisting property will remain with the Vendor. The Vendor shall indemnify and hold harmless the Commission and its employees from any liability

including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Vendor. Unless specifically addressed in attached documents, intellectual property rights to all property created or otherwise developed by the Vendor for the Commission will be owned by the State of Florida, Department of State. Proceeds derived from the sale, licensing, marketing or other authorization related to any such intellectual property right controlled by the State of Florida shall be handled in the manner specified by applicable state statute.

20. Where activities supported by the contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission has the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so.

21. In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

22. In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection [413.035\(2\)](#), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

23. Vendor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

24. This Contract may be unilaterally canceled by the Commission 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, unless exemption for such records is allowable under Florida law. Pursuant to Section 119.0701, F.S., the Contractor shall comply with the following:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.



Gopher Tortoise Habitat Management Assistance Funding Requirements

The Gopher Tortoise Management Plan places great importance on the ability of protected lands to support gopher tortoise populations at levels that will ensure the long-term security of the species. Currently, protected habitat in public ownership represents 40% of the estimated gopher tortoise habitat remaining in the state. Florida Fish and Wildlife Conservation Commission manages only 10% of the publicly owned gopher tortoise habitat statewide and has therefore identified the need to partner with other public agencies. To help facilitate habitat management, FWC is requesting projects from counties and municipalities which will optimize gopher tortoise carrying capacity on protected lands through appropriate habitat management. Requests must be for active management of potential gopher tortoise habitat. Management activities consist of prescribed burning, and/or a combination of multiple activities to assist with prescribed burn such as fire line installation, mechanical treatment, fuel reduction, and exotic removal. Requests for assistance must manage at least 25 acres of gopher tortoise habitat, cannot include permitted gopher tortoise recipient sites or sites with a submitted recipient site application, and cannot exceed \$15,000 per project (but larger projects with additional funding sources may apply). Requests must include an aerial map, soils map, FLUCCS map, and a burrow survey. For sites less than 50 acres, surveys should consist of an assessment of at least 15% of the potential habitat. For sites larger than 50 acres, surveys should consist of an assessment of at least 5% of the potential habitat. The burrow survey should be conducted according to the survey protocol included in Appendix 4 of the Gopher Tortoise Permitting Guidelines (November 2011). Burrow surveys do not have to be completed by an Authorized Gopher Tortoise Agent but must have been conducted within the last two years. **Project proposals must be received by FWC no later than Friday, 16 August 2013.** Recipients of funding assistance will be notified by Friday, 6 September 2013. Projects must begin after Monday, 7 October 2013 and must be completed with a final invoice and project completion report submitted to FWC by Friday, 23 May 2014. Assistance will be prioritized based on cost per acre managed and plans for ongoing habitat management on the property. Submission of a request does not guarantee assistance from FWC. Assistance will be provided as cost reimbursement which must be invoiced as total cost. Projects shall be submitted to the attention of Allie Perryman by either e-mail, Alexandra.Perryman@MyFWC.com or ground mail, 620 S. Meridian, MS-2A, Tallahassee, FL 32399. Please use additional pages as needed. For additional information, contact Allie Perryman at (850) 921-1145.

Contact Information (all entities must be registered in [MyFloridaMarketPlace](#) and contact info below must match My Florida Market Place registration information):

Name/Department/Program: Palm Beach County Environmental Resources Management(ERM)

Affiliation: Government Entity - County

FEID Number: FS Phone Number: (561)233-2400

E-mail Address: bbobsein@pbcgov.org Street Address: 2300 No Jog Road, 4th Floor

City: West Palm Beach State: FL Postal Code: 33411-2743

Project Site Information:

Owner/Manager: Palm Beach County Board of County Commissioners City: Town of Hypoluxo

County: Palm Beach

Parcel ID (please list all): 2643451000000-3010/3011/3012, 2643451018000000, 2643451018009-0070/0090

Latitude: 26-34-00N Longitude: 80-03-22W

Section: 10 Township: 45 Range: 43

Is the project site under conservation easement designated as public conservation lands? If yes, please describe.

Yes, Hypoluxo Scrub Natural Area has a conservation land use and a conservation easement held by The Nature Conservancy.

Date of most recent gopher tortoise burrow survey (must be within the last two years): March 27, 2012

Are gopher tortoise burrows located within the proposed project area?

a. Yes (199 Estimated Number of Burrows)

Have gopher tortoises been relocated to the property in the past (i.e., those associated with incidental take permits or standard relocation permits)? No

For each proposed management activity, list the number of acres that will be managed and total funds requested (e.g., 50-acre prescribed burn completed by third party contractor for \$3,000)? Burn preparation and fuel reduction of approximately 60 acres of scrub and scrubby flatwoods in all management units.

The proposed management activity will involve mechanical vegetation reduction for the scrub and scrubby flatwoods communities. The work will be completed by a third party contractor for approximately \$12,000 for a maximum 90 hours of work. The base cost for the equipment is \$162.50 per hour and based upon the density of vegetation within the site, staff estimates that approximately 60 acres can be chopped for \$12,000.

Estimated project start date: October 2013 Estimated project completion date: March 2014

Acres of potential/occupied gopher tortoise habitat benefiting from the proposed activity(s): 60

Total cost per acre of gopher tortoise habitat managed: The cost per acre will vary from the scrub area to the scrubby flatwoods but should average about \$200/acre.

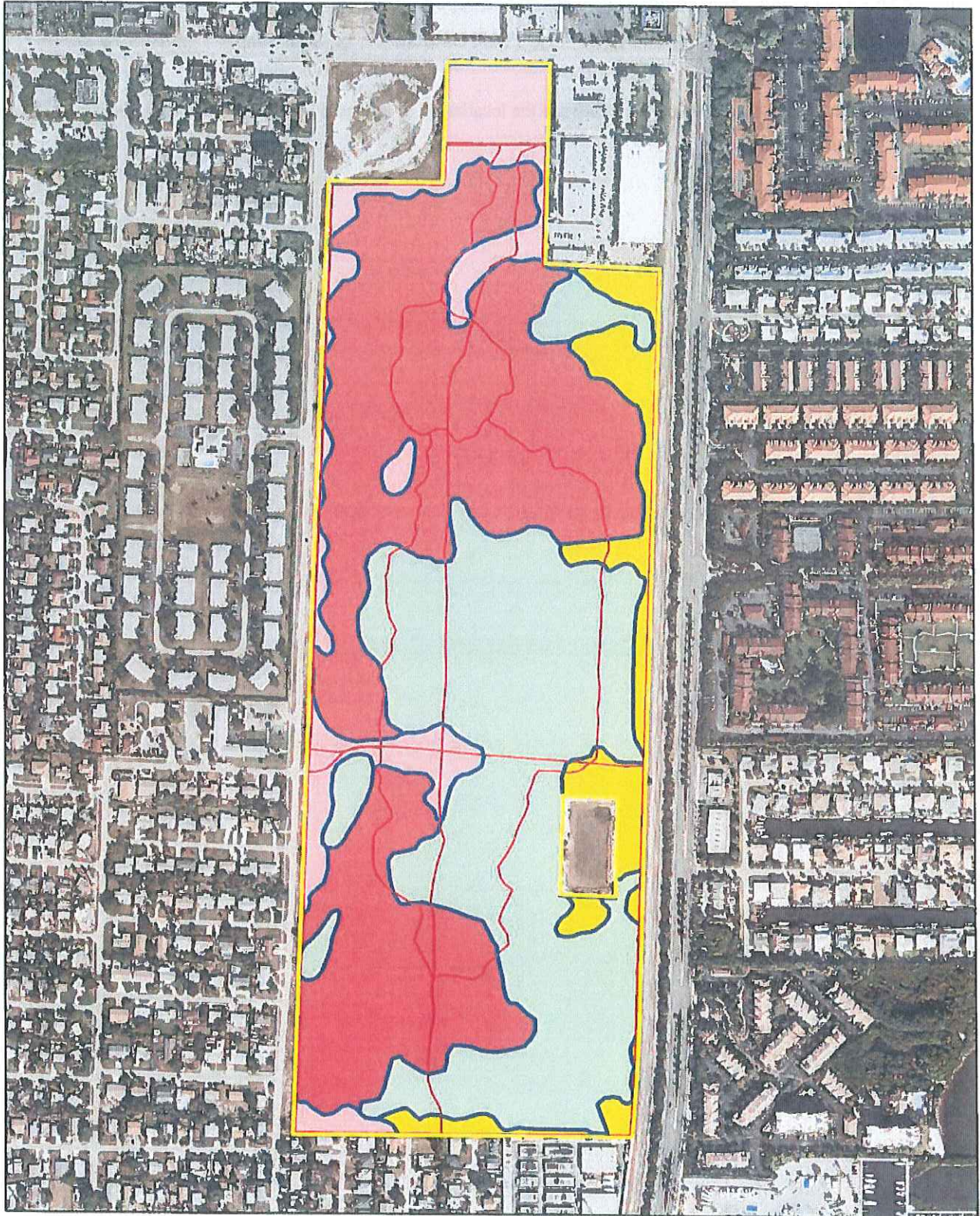
What is the direct benefit to gopher tortoises from the proposed management activities? Fire has been missing from this ecosystem for decades. Mechanical reduction of the sub canopy and understory will open up these overgrown areas and facilitate the re-growth of herbaceous species. Mechanical reduction will also facilitate the opportunity to conduct a prescribed burn within units 2 and 4 which is the ultimate management objective for maintenance of the habitat.

Will other wildlife species benefit from the project? If so please explain. Yes, in addition to the gopher tortoise, many other species will benefit from the mechanical management of the site. Other species can include the indigo snake, scrub lizard, numerous migratory and non-migratory birds. Endemic plants to benefit from management activities include pine pinweed, and Curtiss's milkweed.

Is there a management plan for this property? Yes


Briefly describe any plans for continued future management. It is still ERM's intention to conduct prescribed burns on this natural area as part of its long-term goals to manage, restore, and preserve the natural area in perpetuity. The mechanical management serves as interim management by thinning and opening over grown scrub and also serves as burn preparation.

Hypoluxo Scrub Land Cover Map



Legend

Land Cover Map

 <all other values>

ELEMENT



 DISTURBED SCRUB

 DISTURBED SCRUBBY FLATWOODS

 SCRUB

 SCRUBBY FLATWOODS

 ERM.NA_BOUNDARY



2011 Aerial

How did you learn of this habitat management assistance opportunity? email

Additional items to include: Aerial Map* FLUCCS Map* Soils Map* Burrow Survey*

* Maps must include the overall property boundary and the location of all proposed habitat management activities.