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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM Agenda Item No. 8(D)(1)(B)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 1, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution authorizing the execution of a Memorandum of Agreement to provide $333,346 from the Miami-Dade County Wetlands Trust Fund to the United States Department of the Interior for exotic vegetation control in Everglades National Park; and authorizing the Mayor to exercise the cancellation provisions contained therein

Resolution No. R-651-11

The accompanying resolution was prepared by the Department of Environmental Resources Management and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Date: September 1, 2011

Memorandum

MIAMI-DADE COUNTY

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Subject: Resolution Authorizing the Execution of a Memorandum of Agreement to Provide $333,346 from the Miami-Dade County Wetlands Trust Fund to the United States Department of the Interior for Exotic Vegetation Control in Everglades National Park

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Memorandum of Agreement (MOA) to provide the United States Department of the Interior with $333,346 over two (2) years from the Miami-Dade County Wetlands Trust Fund for the partial funding of an ongoing exotic vegetation control project within Everglades National Park (Attachment A). Miami-Dade County collected these funds under the general authority granted to the County by a United States Army Corps of Engineers (USACE) general permit for development affecting wetland areas. These funds can only be disbursed for the enhancement and management of wetlands within the Everglades National Park East Everglades Expansion Area.

Scope

This portion of the Everglades National Park Expansion Area is located between theoretical SW 64 and SW 96 Streets west of the L-31N Canal and Levee (along approximate SW 187 Avenue), in Commissioner Moss' District 9.

Fiscal Impact/Funding Source

Over the two (2) year period, the Department of the Interior will use $333,346 for exotic vegetation control. These funds are mitigation fees paid into the Wetlands Trust Fund under development permits. The Wetlands Trust Fund Index Code: TFDEER01, Subobject: 22430. The available balance after this disbursement under Index Code TFDEER01 will be $366 (as of 4/30/2011).

Track Record/Monitor

The Chief of the Environmental Resources and Regulation Division in the Department of Environmental Resources Management (DERM) will monitor the activities performed under this MOA.

Background

On June 16, 1987, the Board approved Resolution No. R-793-87 (Attachment B) authorizing the acceptance of mitigation contributions to the East Everglades Exotic Vegetation Control Program for the purposes of funding off-site wetland enhancement. These off-site mitigation payments were collected by Miami-Dade County from applicants for USACE wetland permits under the general authority granted to Miami-Dade County by the USACE. The applicants could not have feasibly performed on-site mitigation for their proposed wetland impacts. The USACE general permit and Section 24-37 of the Code of Miami-Dade County require that funds collected within the Wetlands Trust Fund only be disbursed for the purposes of enhancement or management of wetlands within the Everglades National Park East Everglades Expansion Area.

The Board has previously reimbursed the Department of the Interior for the costs associated with removing exotic vegetation from the eastern portion of Everglades National Park through Resolutions No. R-150-91 and No. R-812-95 (Attachment C). This current funding request will be used to treat exotic vegetation on up to 2,700 acres of wetlands within the boundaries of Everglades National Park as described in the "Two Year Exotic Vegetation Management Plan for the East Everglades Expansion Area" (Exhibit A to Attachment A).

Assistant County Manager

Attachment A: Memorandum of Agreement between United States Department of the Interior National Park Service and Miami-Dade County
Attachment B: Resolution No. R-793-87
Attachment C: Resolutions No. R-150-91 and No. R-812-95

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 1, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(B)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(B)
9-1-11

RESOLUTION NO. R-651-11

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT TO PROVIDE $333,346 FROM THE MIAMI-DADE COUNTY WETLANDS TRUST FUND TO THE UNITED STATES DEPARTMENT OF THE INTERIOR FOR EXOTIC VEGETATION CONTROL IN EVERGLADES NATIONAL PARK; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the Mayor or Mayor's designee to execute a Memorandum of Agreement between Miami-Dade County and the United States Department of the Interior wherein Miami-Dade County will provide $333,346 from the Wetlands Trust Fund to the Department of the Interior for an ongoing exotic control project within Everglades National Park, in substantially the form attached hereto and made part hereof for and on behalf of Miami-Dade County, and to exercise the cancellation provisions contained herein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**absent**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. ASR

Abbie Schwaderer-Raurell

Attachment A

Memorandum of Agreement between United States Department of the Interior National Park Service and Miami-Dade County

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
EVERGLADES NATIONAL PARK
HOMESTEAD, FLORIDA

AND

MIAMI-DADE COUNTY, FLORIDA

This Agreement is entered into by and between the United State Department of the Interior, National Park Service, Everglades National Park (hereinafter "PARK") and Miami-Dade County (hereinafter "COUNTY"), a political subdivision of the State of Florida.

ARTICLE I - BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the standards, terms, and conditions under which the PARK and the COUNTY shall implement the "Two year Exotic Vegetation Management Plan for the East Everglades Expansion Area between Everglades National Park and Miami-Dade County 5297-11-0029 (hereinafter "the plan"). The plan described in more detail in Exhibit "A" will supplement the current exotic vegetation management program at Everglades National Park through additional funding for the treatment of exotic vegetation in sensitive Everglades wetlands. This shall permit the re-establishment of native plant communities through the reduction of exotic vegetation.

WHEREAS, 48 STAT. 816, passed May 30, 1934, provided for the establishment of the PARK in the State of Florida;

WHEREAS, The PARK in its "General Management Plan" (1979) recognized the PARK's responsibilities to "control exotic plant and animal species when necessary to prevent disruption to native communities";

WHEREAS, the East Everglades Expansion Area (hereinafter EEEA) of the PARK, which is depicted in of Exhibit "A" (figure 1), is a freshwater wetland area that is currently infested with several exotic plant species that should be controlled to prevent disruption to native communities,

WHEREAS, the COUNTY has established a Wetlands Trust Fund (hereinafter the WTF) for receiving mitigation contributions from developers who cannot feasibly perform on-site mitigation;

WHEREAS, the purpose of the WTF is to provide funding for enhancement programs within publicly owned freshwater wetlauds.

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE II - AUTHORITY

The authority for this Agreement is 16 U.S.C. §6 authorizes the National Park Service to accept moneys donated for purposes of the National Park System.

Section 301 of the Consolidated Resources Protection Act of 2008, Pub. L. 110-229; 16 U.S. C. § 1j (Act) authorizes the Park Service to cooperate with a variety of entities including State and local governments for the purpose of protecting natural resources of units of the National Park System, provided that clear and direct benefits to park resources are specified in an agreement. This Agreement meets the criterion under paragraph (b)(1)(B) of the Act because the Park will benefit directly from "preventing, controlling, or eradicating invasive exotic species" inside the Park, as described in the attached Exhibit "A". This Agreement specifies staffing resources and technical assistance the Park will be contributing to implement the plan described in Exhibit "A".

ARTICLE III - STATEMENT OF WORK

A. The PARK'S responsibilities

1. Implementation of Program. The PARK agrees to implement, and shall be solely responsible for implementing a program for exotic vegetation management in the EEEA in accordance with the document entitled "Two year Exotic Vegetation Management Plan for the East Everglades Expansion Area between Everglades National Park and Miami-Dade County" attached hereto as Exhibit "A".

   a. The PARK shall be solely responsible for obtaining all of the required federal, state, and local permits for performance of the work, for writing and awarding of contracts or cooperative agreements regarding implementation of the work, for scheduling, hiring and payment of personnel, for provision of transportation, and for purchase or rental of supplies, materials and equipment needed for project implementation and administration.

   b. The PARK shall perform treatment of exotic plant species, including but not limited to *Melaleuca quinquenervia*, *Casuarina equisetifolia*, *Schinus terebinthifolius*, and *Lygodium microphyllum* within the EEEA of the PARK. This will include monitoring and retreatment, if necessary, of exotic plant species that have been treated previously within the PARK to ensure that subject areas remain free of exotic plants.

   c. The PARK shall be required to perform sufficient treatment of exotic plant species within the EEEA during each year of this Agreement to meet performance specifications

that will be set at the beginning of each year of this Agreement and will be based on the available funding for that year.

d. The treatment commitment for the first and second years of this Agreement and the rationale for this commitment are presented in Exhibit "A". Subsequent treatment commitments will be projected in writing by the parties upon notice that funds are available and will be based on the level of funding.

2. Provision of In-Kind Services. Subject to the limitations of its fiscal budget approval process, the PARK agrees to provide in-kind services in the form of technical and logistical support to the project including the following: Botanist, and administrative (purchasing and personnel) support.

3. Collection of Data and Preparation of Project Maps. The PARK shall collect treatment and site data, shall enter the treatment and site data into GIS site files using UTM coordinates, and shall produce project maps from the GIS site files.

4. Preparation and Submission of Reports. The PARK shall provide to the COUNTY documentation and reports, as specified in Article VIII of this Agreement, sufficient to verify satisfactory completion of work in accordance with Exhibit "A" for the first and second years of this Agreement. The PARK's reports shall be provided to the COUNTY for distribution to any parties of the COUNTY's choosing.

5. Receipt of Funds from the COUNTY. The PARK will invoice the COUNTY on an annual basis, in arrears, for allowable costs incurred. Allowable costs for expenditure of such funds shall be limited to those directly related to control of exotic plant species within the designated treatment area of the EEEA, including but not limited to transportation costs, supplies, materials, equipment, and payment of contractors and personnel directly involved in exotic control activities in the EEEA.

6. Maintenance of Records. The PARK shall keep accounting records conforming to generally accepted accounting principles which shall include, but not be limited to, a cash receipt journal, cash disbursement journal, general ledger, and all such subsidiary ledgers as reasonably necessary. All such records will be retained by the PARK for no fewer than five (5) years beyond the expiration of this Agreement.

7. Access to Records. The PARK shall provide the COUNTY access to all records related to this agreement and agrees to provide such assistance as may be necessary to facilitate their review by the COUNTY when deemed necessary by the COUNTY to insure compliance with accounting and financial standards. The PARK shall provide to the COUNTY an accounting of all expenditures of these funds on an annual basis. Additionally, all contracts between the PARK and third parties for work or materials related to the activities contemplated by this Agreement shall provide that the COUNTY

shall have the right to audit pertinent records. The COUNTY shall have the right to access all records for no fewer than five (5) years beyond the expiration of this Agreement. The PARK shall make all records or documents that relate to this Agreement available to the COUNTY at the PARK's offices during regular business hours.

B. The COUNTY'S Responsibilities

1. Planning and Review of Project. The COUNTY shall participate in the planning and review of the implementation of the plan. The COUNTY's Department of Environmental Resources Management (hereinafter "DERM") shall be responsible for administrative oversight of the plan to ensure compliance with plan goals, procedures, and methods contained in Exhibit "A" and subsequent treatment commitments.

2. Crediting to Index Code of East Everglades Vegetation Control Plan Contribution amounts. The COUNTY shall credit to a revenue index code within the WTF any amounts received in accordance with Army Corps of Engineers General Permit 59 (GP-59).

3. Notice of Available Funding. After the first year of this Agreement, the COUNTY will notify the PARK whether there are available funds in the WTF for the second year. If the COUNTY and PARK agree that there are sufficient funds to support exotic vegetation treatment, the COUNTY and PARK will jointly develop performance specifications for an exotic vegetation treatment commitment that will be based on the available funding for that year and that will govern the use of the funding. The available funding will consist of the amount in the WTF from the GP-59 at the time the treatment commitment is developed or One Hundred Sixty Six Thousand Six Hundred Seventy Three ($166,673) Dollars, whichever is less.

4. Transfer to the PARK of WTF Contribution Amounts. The PARK can invoice the COUNTY, annual basis in arrears, for allowable costs incurred. Upon approval of the report specified in Article III(A)(4) of this Agreement, the COUNTY shall transfer the amount agreed upon in Exhibit "A" or subsequent treatment commitments from the WTF to the PARK. The maximum annual payment shall be One Hundred Sixty Six Thousand Six Hundred Seventy Three ($166,673) Dollars per year for two (2) years. The maximum contribution for the two (2) years will not exceed Three Hundred Thirty Three Thousand Three Hundred Forty Six ($333,346.00) Dollars.

5. Maintenance of Records. The COUNTY shall keep accounting records which conform with generally accepted accounting principles which shall include, but not be limited to, a cash receipt journal, general ledger, and all such subsidiary ledgers as reasonably necessary. All such records will be retained by the COUNTY for not less than five (5) years beyond the expiration of this Agreement.

6. Access to Records. The COUNTY shall provide to the PARK access to all of its records relating to this Agreement and agrees to provide such assistance as may be necessary to facilitate their review by the PARK when deemed necessary by the PARK to insure compliance with accounting and financial standards. The COUNTY shall provide to the PARK an accounting of all expenditures of these funds received for the GP-59 on an annual basis. The PARK shall have the right to access all records for not less than five (5) years beyond the expiration of this Agreement. The COUNTY shall make all records and documents that relate to this Agreement available to the PARK at the COUNTY's offices during regular business hours.

7. Preparation and Submission of Reports. Annual reports shall be generated by the COUNTY and provided to the PARK for distribution to any parties of their choosing. The COUNTY's reports shall include a summary of all activities (e.g. deposits, transfers, or expenditures) of the WTF specifically related to the GP-59.

C. Shared Responsibilities

1. All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by mail to the Key Officials listed in article V.

ARTICLE IV - TERMS OF AGREEMENT

A. This Agreement shall be for term of two (2) years, beginning on the date of execution, unless it is terminated earlier by one of the parties pursuant to Article X.

B. Continuation of this Agreement (in whole or in part) beyond the second year is contingent upon the availability of funds and is limited to no more than five (5) years total.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being preformed. They are:

1. **For the NPS:**

Dan Kimball
Superintendent
Everglades National Park
40001 State Road 9336
Homestead, Florida 33034

E-mail: Dan_Kimball@nps.gov
Telephone: 305-242-7700
Facsimile: 305-242-7734

Hillary C. Cooley, Botanist
Contracting Officer's Technical Representative (COTR)/Agreement Representative (AR)
Everglades National Park
40001 State Road 9336
Homestead, FL 33034
E-mail: Hillary_Cooley@nps.gov
Telephone: (305) 242-7875
Facsimile: (305) 242-7836

2. **For the COUNTY:**

DERM Director
701 N.W. 1st Court; 4th Floor
Miami, Florida 33136
Telephone: (305) 372-6754
Facsimile: (305) 372-6759

Michael Spinelli
Environmental Resources Project Supervisor
701 N.W. 1st Court; 4th Floor
Miami, Florida 33136
E-mail: SpineM@miamidade.gov
Telephone: (305) 372-6596
Facsimile: (305) 372-6759

3. National Park Service, Everglades National Park: Dan B. Kimball, Superintendent, will provide review and approval of terms of all agreements and will exercise the authority to approve conduct of cooperative projects regarding Everglades National Park. Hillary Cooley, Botanist, will act as the Contracting Officers' authorized Technical Representative with regard to the technical scope of this Agreement, with respect to contractors. Hillary Cooley will also act as Agreements Representative (AR) for this agreement. A National Park Service Contracting Officer (CO) will provide contracting authority and fiscal control for the PARK.

4. COUNTY/DERM: Michael Spinelli, Environmental Resources Project Supervisor, shall act as the authorized technical representative for the COUNTY/DERM with regard to the technical scope of this Agreement.

A. Communications - The COUNTY will address any communication regarding this Agreement to the AR with a copy to the Contracting Officer. Scope of Work may be sent to the AR without providing a copy to the Contracting Officer. The PARK will address any communications regarding this Agreement to the authorized technical representative for the COUNTY.

B. Changes in Key Officials- Neither the PARK nor the COUNTY may make any permanent changes in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient details to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent changes in key officials will be made only by modification to this Agreement.

ARTICLE VI - PRIOR APPROVAL
Not Applicable

ARTICLE VII – LIABILITY

Claims brought against the United States by third parties for personal injury or property damage resulting from the negligent acts or omissions of any employee of the Park Service in the course of his or her employment which may arise out of this Agreement will be governed by the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671 *et seq.*

ARTICLE VIII - REPORTS AND/OR OTHER DELIVERABLES

Data summaries and/or reports will be generated by the PARK and provided to the COUNTY on an annual basis to communicate progress of the program. Said reports shall include a general description of the work performed to date, maps showing the projected vs. actual treatment area, comparison of work performed to work projections, discussion of any monitoring results or general observations, and a costs statement. The costs statement will show a summary of expenditures to date, and will include an expression of the average cost per acre for the project.

ARTICLE IX - PROPERTY UTILIZATION
Not Applicable

ARTICLE X - MODIFICATION AND TERMINATION

A. This Agreement may be modified by amendment upon mutual written agreement of both parties.

B. Either party may terminate this Agreement at any time by providing sixty (60) days advance written notice to the other party. In the event that one party provides the other

party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences, if any. Prior to termination the parties will agree upon the termination conditions including, without limitation, subsequent notice requirements, the effective date of the termination, and the sums due to the Park Service for reimbursement of payments made or due under a task order with the Park Service's contractor for work performed and accepted by the Park Service prior to the effective date of the termination. In the event either party provides notice of its intent to terminate the Agreement and the Park Service has made funding commitments to its contractor under a task order for work not yet performed or accepted, the Park Service will notify the contractor of the work suspension or termination, as appropriate, within a time period agreed upon by the parties and consistent with the terms of the task order. The County will reimburse the Park Service accordingly for the partially completed work accepted by the Park Service during this agreed upon time period.

ARTICLE XI - STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the parties agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The COUNTY will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service of position which the COUNTY represents. No release of information relating to this Agreement may state or imply that the Government approves of the COUNTY'S work product to be superior to other products or services.

ARTICLE XII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: Dan Kimball

Title: Superintendent

Date: _____

FOR MIAMI-DADE COUNTY:

Signature: _____

Name: _____

Title: Mayor or Mayor's Designee

Date: _____

Approved by County Attorney
as to form and legal sufficiency _____

EXHIBIT A

Two year Exotic Vegetation Management Plan for the East Everglades Expansion Area between Everglades National Park and Miami-Dade County

Prepared By

Hillary Cooley

On
March 24, 2011

OVERVIEW

Everglades National Park (ENP) has an ongoing exotic vegetation managment program for the management and control of exotic plants within the park; this includes the East Everglades Expansion Area (EEEA). When the EEEA was acquired in 1989 by Everglades National Park it was adversely affected by invasive exotic plants. Melaleuca and Australian pine were and still are the principle exotic plant present; however Brazilian pepper (*Schinus terebinthifolius)* and Old World climbing fern (*Lygodium microphyllum*) are also present. Distribution of these species is heterogeneous, varying locally from absent to dense stands of reproducing plants. Both melaleuca and Australian pine occur in the prairie areas as single plants (outliers), as even-aged stands around a central seed tree, and as high density forests of several age classes. They occasionally occur around the margins of hammocks (sometimes in the interior of hammocks) in various densities. Brazilian pepper is found mostly on tree islands and Old World climbing fern has been found growing at the base of treated and untreated melaleuca.

Since acquiring the EEEA, Everglades National Park has worked with partners including the South Florida Water Management District (SFWMD) the Florida Department of Environmental Protection (FDEP), Miami-Dade Department of Environmental Resource Management (DERM/SAMP) , Miami-Dade Department of Environmental Resource Management (DERM/ACOE), National Park Service's Exotic Plant Management Team (EPMT), United States Army Corps of Engineers (ACOE), Department of Interior's Cooperative Conservation Initiative Fund (CCI), Department of Interior's Land and Water Conservation Fund (LWCF), and South Florida Natural Resource Center (SFNRC) to manage exotic in the EEEA. Thanks to these partners, Everglades National Park's exotic vegetation management program has been able to treat initially over 102,000 acres in the East Everglades Expansion Area. However, funding for re-treatment efforts is not guaranteed and is crucially important in order to ensure success. In order to not lose the progress made to this point, additional funding for the exotic vegetation program is essential. This project will accelerate on-going efforts by ENP's exotic vegetation management program to treat melaleuca, Australian pine, Brazilian pepper and Old World Climbing fern in the EEEA.

Project Title

Two year Exotic Vegetation Management Plan for the East Everglades Expansion Area between Everglades National Park and Miami-Dade County (5297-11-0029)

Project Goal

The goal of this project is to supplement the ongoing exotic vegetation treatment taking place in the EEEA.

Project Objective

The objective of this project is to treat exotic plant species, including but not limited to Melaleuca, Australian pine, Brazilian pepper, and Old World climbing fern within the EEEA.

Project Location and Size

The treatment area is located within the EEEA (figure 1). Focus will be given to the untreated area however areas where initial treatment has taken place may also be treated.

The funds available annually during the term of the agreement between the PARK and the COUNTY will treat only a portion of the treatment area. Additional funding will be needed and is being sought to ensure that the entire area eventually receives treatment for invasive exotic plants. The specific size and location of the project area(s) for work under MOA #5297-11-0029 during the time of the agreement will be determined by where treatment has been completed during the previous year and the availability of additional funding from other cooperating agencies and the National Park Service.

The maximum contribution for the two (2) years will not exceed Three Hundred Thirty Three Thousand Three Hundred Forty Six ($333,346.00) Dollars. The maximum annual payment shall be One Hundred Sixty Six Thousand Six Hundred Seventy Three ($166,673) Dollars per year for two (2) years. The size of the proposed treatment area for this agreement in the two year period will be between 570 and 2,700 acres. This range of values is based on the cost/acre of previous projects with similar magnitude and scope (See Table 1) and has been adjusted for projected cost increases due to site-specific conditions. The average cost/acre for initial treatment in 2006, 2007 and 2008 was approximately $93/acre. However, the density of the invasive exotics in the remainiug untreated area within the EEEA is higher than that for previous projects, because they are located close to the eastern boundary where the oldest and largest populations of invasive exotics exist. Furthermore, significant portions of the treatment area will only be accessible with a helicopter, regardless of the season, which will also elevate the projected unit cost. Therefore, the total treatment area for the first year of the agreement has been projected based on using the highest cost per acre value ($536/acre) to calculate the low end of the range and the mean cost per acre value for the four most recent initial treatment projects ($111/acre) for the high end of the range.

Table 1. Cost per acre for treatment in the EEEA

Location	Type	Fiscal Year	COOP AGENCY	Acres Treated	Cost	Cost Per Acre
EEEA	Initial	2004	SFWMD/ FLCEPMT	4,164	$160,000	$39/acre
EEEA	Initial	2004	SAMP	21,696	$511,000	$24/acre
EEEA	Initial	2004	DOI-CCI	3,148	$309,000	$98/acre
EEEA	Initial	2004	DOI-LWCF	700	$375,000	$536/acre
EEEA	Initial	2006	FDEP	8,531	$500,000	$59/acre
EEEA	Initial	2006	DERM(SAMP)	2,323	$124,000	$53/acre
EEEA	Initial	2007	SFWMD/EPMT	1,775	$235,000	$132/acre
EEEA	Initial	2007	FDEP	1,532	$275,000	$180/acre
EEEA	Re-treatment	2007	EPMT/DERM (SAMP)/SFNRC	~45,000	$445,000	$10/acre
EEEA	Initial	2008	NPSEPMT	2,508	$100,000	$40/acre
EEEA	Initial	2008	SAMP	590	$54,752	$93/acre

Federal Sources
National Park Service's Exotic Plant Management Team (EPMT)
United States Army Corps of Engineers (ACOE)
Department of Interior's Cooperative Conservation Initiative Fund (CCI)
Department of Interior's Land and Water Conservation Fund (LWCF)
South Florida Natural Resource Center (SFNRC)
Non-Federal Sources
Florida Department of Environmental Protection (FDEP)
South Florida Water Management District (SFWMD)
Miami-Dade Department of Environmental Resource Management (DERM/SAMP)
Miami-Dade Department of Environmental Resource Management (DERM/ACOE)
BASF- BASF Invasive Species Matching Grant Program

Cost Break down by Year

The maximum contribution for the two (2) years will not exceed Three Hundred Thirty Three Thousand Three Hundred Forty Six ($333,346.00) Dollars. For the two fiscal years (FY) the total $333,346 should be split equally, $166,673 for FY 1 and $166,673 for FY 2 (Table 2).

Table 2. Cost breakdown

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Fiscal Year 1	Estimated price per acre	ESTIMATED 289-1,396	ACRES	$ 536-$111	$166,673
Fiscal Year 2	Estimated price per acre	ESTIMATED 289-1,396	ACRES	$ 536-$111	$166,673
		TOTAL COST			$ 333,346

Specific Work to be Performed:

The PARK will issues a contractor task order, under one of the NPS contracts, for treatment of between 289-1,396 gross acres of exotic vegetation, including but not limited to; melaleuca (*Melaleuca quinquenervia),* Australian pine (*Casuarina equisetifolia*), and Old World climbing fern (*Lygodium microphyllum*) within the EEEA treatment area (figure 1), up to the limits of the available funding. Hillary Cooley will serve as the park's Contracting Officer's Technical Representative (COTR) for this project. The funding will be used to provide for the initial and re-treatment of exotic vegetation. The contractors will employ a quarantine approach for the treatment of these invasive exotics. The treatment area will be divided up into treatment blocks, which are approximately 1 sq. km. (247 acres) in size. The contractors will treat the exotic vegetation by progressing systematically through the treatment blocks in a west to east and south to north direction. For scattered individuals and small assemblages of exotic vegetation a helicopter may provide transportation of 3 person crews and equipment. Depending on water levels, an airboat might be used, however helicopter transport is typically preferred where invasive exotic plant densities are low because the aerial view ensures that scattered small trees are located and treated.

In treatment blocks that are moderately to densely infested with melaleuca, the contractor generally will use up to 20-person field crews transported to work sites by helicopter (or a swamp buggy/airboat). Seedlings of all woody exotics will be pulled. Pulled seedlings will be left hanging on native vegetation or placed in a pile in order to reduce the possibility of re-growth. Seedlings too large to pull, saplings and trees will be treated with an herbicide application. Melaleuca will be cut down and treated with a 25% (Imazapyr) and 25% (Glyphosate) mixture diluted in water 50%. Australian pine will be treated by the basal bark method using 10% Garlon 4 mixture. Old World climbing fern will be treated with 5%-7% Renovate 3. The herbicide and method used to treat other exotic plant species will be determined by consultation and agreement between the contractor's field crew supervisor and the park's assigned COTR.

All treatments will be recorded on a standard datasheet and entered into WEEDDAR database by the contractor. Location coordinates will be in a Universal Transverse Mercator coordinate system (UTM-17) using the NAD-83 datum. The data sheets will be transmitted monthly to (1) Hillary Cooley at Everglades National Park, 40001 SR 9336, Homestead, FL 33034. Copies of monthly invoices will be sent to (1) Assigned Park Contracting Officer, (2) and Hillary Cooley.

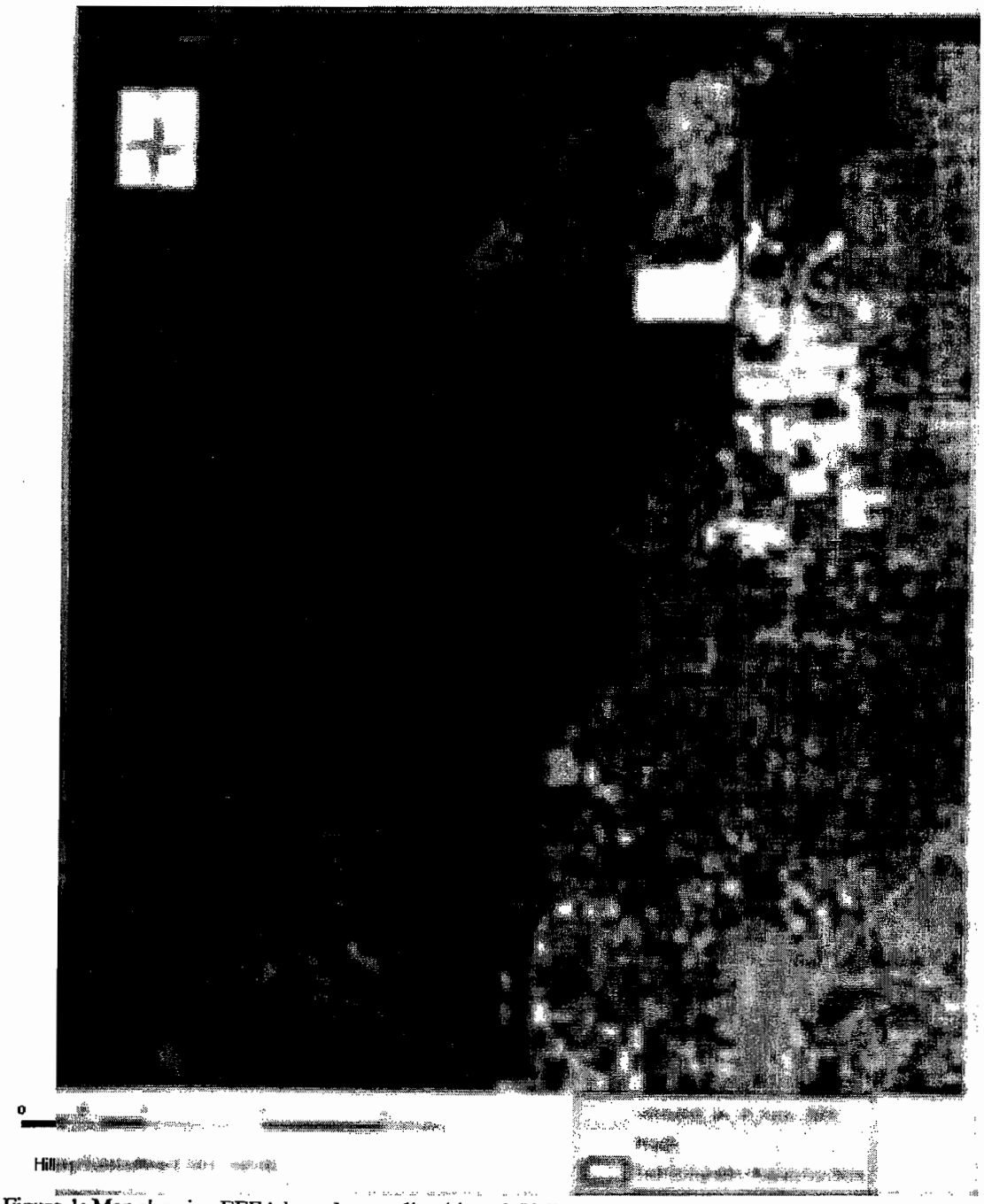


Figure 1: Map showing EEEA boundary outlined in red. Yellow area is remaining area still to receive no initial treatment as of June, 2009.

Attachment B

Resolution No. R-793-87

RESOLUTION NO. R-793-87

RESOLUTION AUTHORIZING VOLUNTARY MONETARY MITIGATION CONTRIBUTIONS TO THE EAST EVERGLADES EXOTIC VEGETATION CONTROL PROGRAM FOR WETLAND ENHANCEMENT PURPOSES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the acceptance of voluntary mitigation contributions to the East Everglades Exotic Vegetation Control Program account for the purposes of funding off-site wetland enhancement under U.S. Army Corps of Engineers, State of Florida Department of Environmental Regulation and/or Dade County wetland permits.

The foregoing resolution was offered by Commissioner Sherman S. Winn, who moved its adoption. The motion was seconded by Commissioner Jorge E. Valdes, and upon being put to a vote, the vote was as follows:

Barbara M. Carey	absent
Clara Oesterle	absent
Beverly B. Phillips	absent
James F. Redford, Jr.	aye
Harvey Ruvin	aye
Barry D. Schreiber	aye
Jorge E. Valdes	aye
Sherman S. Winn	aye
Stephen P. Clark	aye

The Mayor thereupon declared the resolution duly passed and adopted this 16th day of June, 1987.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By: RAYMOND REED
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency

Attachment C

Resolution No. R-150-91
and
Resolution No. R-812-95

Agenda Item No. 5(e)(3)
2-19-91

RESOLUTION NO. R-150-91

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH EVERGLADES NATIONAL PARK FOR CONTINUATION OF THE COOPERATIVE EAST EVERGLADES EXOTIC VEGETATION CONTROL PROGRAM; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN

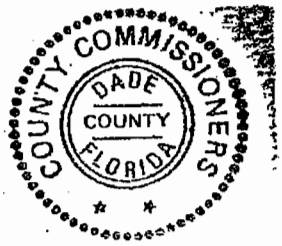
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the Memorandum of Agreement between Dade County and the United States Department of Interior, National Park Service, Everglades National Park, which authorizes continuation of the cooperative East Everglades Exotic Vegetation Control Program, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Dade County; and to exercise the termination provision contained therein.

The foregoing Resolution was offered by Commissioner Larry Hawkins, who moved its adoption. The motion was seconded by Commissioner Alexander Penelas and upon being put to a vote, the votes were as follows:

Mary Collins	absent
Charles Dusseau	aye
Joseph M. Gersten	absent
Larry Hawkins	aye
Alexander Penelas	aye
Harvey Ruvin	aye
Arthur E. Teele, Jr.	aye
Sherman S. Winn	absent
Stephen P. Clark	aye

The Mayor thereupon declared the Resolution duly passed and adopted 19th day of February, 1991.



DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

MARSHALL ADER, CLERK

BY: RAYMOND REED
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JM

Agenda Item No. 3(A)(3)
6-20-95

RESOLUTION NO. R-812-95 MA5280-5-9802

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH EVERGLADES NATIONAL PARK FOR DISBURSEMENT OF FUNDS FROM THE DADE COUNTY WETLANDS TRUST FUND FOR EXOTIC VEGETATION CONTROL; AND TO EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN.

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute a Memorandum of Understanding between Dade County and Everglades National Park which will establish the procedures for disbursement of funds from the Dade County Wetlands Trust Fund for exotic vegetation control in the East Everglades Acquisition Area of Everglades National Park, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to exercise the renewal and termination provisions contained therein.

The foregoing Resolution was offered by Commissioner Katy Sorenson, who moved its adoption. The

motion was seconded by Commissioner James Burke

and upon being put to a vote, the vote was as follows:

James Burke	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	aye	Maurice A. Ferré	aye
Bruce Kaplan	aye	Gwen Margolis	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Reboredo	absent
Katy Sorenson	aye	Javier D. Souto	aye

Arthur E. Teele, Jr. aye

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of June, 1995.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency

By: KAY SULLIVAN
Deputy Clerk

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