

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20060385**

**1. ACTION REQUESTED/PURPOSE:** Authorize Chairwoman to execute and approve agreement between Lee County and the South Florida Water Management District (SFWMD) Agreement No. OT060462 in the amount of \$125,000 for the removal of exotic vegetation at Pine Lake Preserve, which was acquired by the Conservation 20/20 Program. Approve Budget Amendment in the amount of \$125,000 and amend the FY 05/06 Conservation 20/20 budget accordingly.

**2. WHAT ACTION ACCOMPLISHES:** Allows exotic control work to be performed at Pine Lake Preserve.

**3. MANAGEMENT RECOMMENDATION:** Execute and approve agreement.

<b>4. Departmental Category:</b> <u>CIIB</u>		<b>5. Meeting Date:</b> <u>04-04-2006</u>
<b>6. Agenda:</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Administrative</b> <input type="checkbox"/> <b>Appeals</b> <input type="checkbox"/> <b>Public</b> <input type="checkbox"/> <b>Walk-On</b>	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> <b>Statute</b>	<input type="checkbox"/>
	<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/>
	<input type="checkbox"/> <b>Admin. Code</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <b>Other</b>	<input type="checkbox"/> <b>Agreement</b>	
		<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> <u>Parks &amp; Recreation</u> <b>Division</b> _____ <b>By:</b> <u>John Yarbrough</u>

**9. Background:** SFWMD has funding available this fiscal year for exotic removal at Pine Lake Preserve. The County having acquired, through the Conservation 20/20 Program in 2000, the Pine Lake Preserve has areas targeted for exotic removal. The project will involve removal of exotic Melaleuca, Brazilian pepper, and Downy Rose Myrtle, then follow-up with treatment of herbicides.

Funds will be made available in account #KH5722030105.503190

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>3-23-06</u>				<u>3/23/06</u>	<u>3/23/06</u>	<u>3/23/06</u>	<u>3/23/06</u>	<u>3/23/06</u>	

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: <u>OK</u>
<u>3-23-06</u>
<u>10:42</u>
COUNTY ADMIN FORWARDED TO: <u>JK</u>
<u>3/23/06</u>
<u>JK</u>

Rec. by CoAtty
Date: <u>3/23/06</u>
Time: <u>11:00 AM</u>
Forwarded To: <u>Co. Mgr.</u> <u>3/23/06</u>

# RESOLUTION #

Amending the Capital Improvement Environ. Sensitive Land Mgt. Budget, Fund 30105 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvement Environ. Sensitive Land Mgt Budget, Fund 30105 for \$125,000 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

**WHEREAS**, the Capital Improvement Environ.Sensitive Land Mgt. Budget, Fund 30105 shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		
Additions		\$22,961,900
KH5722030105.337700.9004	. Parks & Rec-SFWMD Grant	\$ 125,000
Amended Total Estimated Revenues		\$23,086,900

## APPROPRIATIONS

Prior Total:		\$22,961,900
Additions		
KH5722030105.503190	Other Professional Services	\$ 125,000
Amended Total Appropriations		\$23,086,900

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Capital Improvement Environ. Sensitive Land Mgt. Budget, Fund 30105 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA



**ORIGINAL**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. OT060462**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**LEE COUNTY PARKS AND RECREATION DEPARTMENT**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_ by and between the South Florida Water Management District (**DISTRICT**) and Lee County Parks and Recreation Department (**COUNTY**).

**WHEREAS**, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **COUNTY** for the Pine Lake Preserve Restoration Project; and

**WHEREAS**, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **COUNTY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the Restoration work to be conducted throughout the entire (131 Acres) Preserve.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of two (2) years.
3. The total **DISTRICT** contribution shall not exceed the amount of One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$125,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **COUNTY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **COUNTY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **COUNTY** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources in conformity with the laws and regulations governing the **COUNTY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **COUNTY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **COUNTY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
7. The **COUNTY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **COUNTY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **COUNTY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **COUNTY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **COUNTY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **COUNTY** under this **AGREEMENT** shall be deemed to be the property of the **COUNTY** upon completion of this **AGREEMENT**. The **COUNTY** shall retain all ownership to tangible property.
9. The **COUNTY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **COUNTY** and the officers, employees, servants and agents thereof. The **COUNTY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **COUNTY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** shall include a provision whereby the **COUNTY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.
10. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **COUNTY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT**

without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **COUNTY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.
16. The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **COUNTY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
  - B. Examination of Records: The **DISTRICT** or designated agent 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 within five (5) years from the expiration date of this **AGREEMENT**.
  - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **COUNTY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **COUNTY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
  - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **COUNTY** as set forth in Exhibit "C". The **COUNTY** shall maintain all financial/non-financial records through:
    - (1) Identification of the state or federal awarding agency, as applicable
    - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
    - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
    - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
    - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year
  - B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's

Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the COUNTY's financial and non-financial records to the extent necessary to monitor the COUNTY's use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this AGREEMENT shall be in writing and forwarded to the attention of the following individuals:

**South Florida Water Management District**

Attn: Scott Legg, Project Manager  
Telephone No. (239) 338-2929 ext. 7777

Attn: Patrick Wiener, Contract Specialist  
Telephone No. (561) 682-6220

Address:  
P.O. Box 24680  
3301 Gun Club Road  
West Palm Beach, FL 33416-4680

**Lee County Parks and Recreation Dept**

Attn: Jeff Anderson, Project Manager  
Telephone No. (239) 461-7400

Address:  
~~7330 Gladiolus Drive~~ 3410 Palm Beach Blvd.  
Ft Myers, FL ~~33908~~ 33916

19. COUNTY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This AGREEMENT may be amended, extended or renewed only with the written approval of the parties. The DISTRICT shall be responsible for initiating any amendments to this AGREEMENT, if required.
21. This AGREEMENT, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this AGREEMENT will bind any of the parties to perform beyond their respective authority, nor does this AGREEMENT alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, COUNTY or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this AGREEMENT, to the extent that the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this AGREEMENT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this AGREEMENT which cannot be readily resolved shall be submitted jointly to the signatories of this AGREEMENT with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This AGREEMENT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this AGREEMENT.

26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 – 24
  - (b) Exhibit "A" Statement of Work
  - (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_

Carrie Hill, Interim Procurement Director

**SFWMD Procurement Approved**

Rv: \_\_\_\_\_

*Patricia Turner*

Date: \_\_\_\_\_

*3-17-06* *amt*

**LEE COUNTY PARKS AND RECREATION DEPARTMENT**

By: \_\_\_\_\_

*John Fougge*

Title \_\_\_\_\_

*Parks & Rec Dir*

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

BY: \_\_\_\_\_

Chairwoman

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BY: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_

Office of the County Attorney

**Exhibit "A"**  
**Pine Lake Preserve**  
**Statement of Work**  
**OT060462**

## **1.0 Introduction**

Lee County purchased the Pine Lake Preserve, located in southeast Bonita Springs, in late 2000 through its conservation lands program. The project site comprises the entire 131-acre Preserve.

The project includes management unit 1, 22.5 acres of mixed slash pine and cypress wetlands that have been impacted by invasive exotic plants such as melaleuca, Brazilian pepper, downy rose myrtle, ear leaf acacia and java plum, at less than 25% coverage. The historic Imperial Riverbed bisects this unit. Last year two berm cuts were created where the Kehl Canal and a farm road cut off water flow in this riverbed. During high water events water flowing through the Kehl Canal will now also flow through the historic riverbed. Large melaleuca trees have invaded the riverbed due to the complete absence of water flow since the construction of the Kehl Canal. The 9.3-acre management unit 2 contains between 0-25% melaleuca infestation within the pine flatwoods and hydric pine/cypress habitat and a thick hedgerow of Brazilian pepper on the east-west berm along that section of the Kehl Canal. The southern portion of unit 3 is a melaleuca monoculture or at least >75% infestation. The northern hydric cypress/pine area has a much lower infestation, <25%. The entire unit is 14.4 acres in size. Management unit 4, 23 acres, consists of the large borrow pit, associated lake banks; spoil area to the north and ditches. The land areas have a >75% exotic infestation. Management unit 5, 54 acres, is made up of mesic cypress/pine and pine flatwoods habitats and a spoil area. With the exception of the spoil area at the southeast corner of unit 5 and the row of Brazilian peppers north of the east-west road the remainder of the unit exhibits <25% exotic infestation. Management unit 6, 8.4 acres, is predominately pine flatwoods with some cypress and an exotic infestation <25%.

## **2.0 Objectives**

The purpose of the project is to continue to restore water flow through the historic Imperial riverbed by removing the melaleuca, as well as remove all other invasive exotic trees and shrubs growing within the floodplain area associated with the riverbed. In addition, the objective of this project is to bring the entire Preserve to a maintenance level for invasive exotic plants. Control efforts will involve mechanically removing melaleuca in the riverbed and all other areas of exotic infestation >50% coverage and hand cutting all invasive exotic trees and shrubs in areas of <25% infestation. Native plantings may need to be installed in certain areas with >50% exotic infestation but that will be a separate project, and will be planned once hydrologic restoration is complete; see Pine Lake Preserve Land Stewardship Plan for details.

## **3.0 Scope of Work**

Restoration work will be conducted throughout the entire Preserve (131 acres).



Work will commence in unit 4 north and west of the lake, where melaleuca and other exotics will be removed with excavator type equipment, piled and burned. This will make room for piling exotics being pulled from other units such as the melaleuca to be removed from the riverbed in unit 1. The excavator will then move to unit 5, 3, 2, 6 and 1, in that order, piling and burning where appropriate.

The Brontosaurus, mulching type equipment, can be simultaneously working in the Preserve, starting in unit 5 then on to unit 2.

Handwork will consist of cutting invasive exotic shrub and tree stems, treating the stump and creating neat piles where necessary. Initial handwork will begin in unit 1, and then proceed to units 6, 5 and 3 in that order. It will be necessary to follow-up with chemical treatment 6 months to one year after project start to control any new growth.

#### **4.0 Work Breakdown Structure**

##### Task 1: Handwork

Clear 80 Acres with handwork

Deliverable: Site inspection by Project Manager and submission of invoice for reimbursement.

##### Task 2: Brontosaurus

Clear 12.5 Acres with Brontosaurus

Deliverable: Site inspection by Project Manager and submission of invoice for reimbursement.

##### Task 3: Excavator

Clear 26.7 Acres with excavator (includes piling/burning)

Deliverable: Site inspection by Project Manager and submission of invoice for reimbursement.

##### Task 4: Follow-up Chemical Treatment

119.2 Acres to clear with handwork and follow-up chemical treatment

Deliverable: Site inspection by Project Manager and submission of final invoice for reimbursement.

#### **5.0 County Responsibility (In-Kind Service Contributions)**

The County shall be responsible for procuring the necessary services for the development of the specifications necessary for completing this project. The County will advertise for bids to complete the project and will be responsible for all project administration, oversight, permitting, and inspection through the successful completion of the entire project. The County will also be responsible for any operational maintenance of the project after successful completion.

**“EXHIBIT “B”  
PAYMENT AND DELIVERABLES SCHEDULE**

Total payment by the District shall not exceed the amount of \$125,000.00. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the County within the not-to-exceed amounts specified below. Payment by the District is further subject to receipt of quarterly progress reports from the County with documentation to demonstrate completion of each task in accordance with Exhibit “A” Statement of Work requirements. The County is responsible for reviewing and approving deliverables from consultants to ensure that project objectives are met.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date* (Estimated) From time of Contract Execution</b>	<b>District Not to Exceed Payment</b>
Task 1: Handwork	80 acres cleared	October 1-October 31, 2005	\$33,575
Task 2: Brontosaurus Work	12.5 acres cleared	August 1-August 31, 2006	\$20,575
Task 3: Excavator Work	26.7 acres cleared	August 31-September 29, 2006	\$47,475
Task 4: Follow-Up Herbicide Treatment	119.2 acres treated	February 1-September 29, 2007	\$23,375
<b>Totals</b>			<b>\$125,000</b>

\* All dates are referenced from the date of execution of this agreement and are estimated.

\*\* The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the County are less than the not-to-exceed for a particular task, the County shall have the right to apply the unexpended balance towards a subsequent task. The County shall provide written notice of its decision to exercise this right. In no event shall the District’s total obligation exceed \$125,000.00 as specified above. The County is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.