



BOARD OF COUNTY COMMISSIONERS

DATE: February 26, 2013

AGENDA ITEM NO. 9a.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Contract Renewal - Agreement for Professional Land Management Services at AL-BAR and Cross Bar Ranches
Contract No. 978-0090-P(LN)

Department:

Department of Environment and Infrastructure
Purchasing

Staff Member Responsible:

David E. Scott/Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RENEWAL TO THE AGREEMENT WITH ALBERT E. ROLLER FOR LAND MANAGEMENT SERVICES FOR PINELLAS COUNTY PROPERTIES AT AL-BAR AND CROSS BAR RANCHES EFFECTIVE MARCH 3, 2013 THROUGH NOVEMBER 2, 2017, IN THE AMOUNT OF \$2,481,720.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT BY ALBERT E. ROLLER, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

On November 3, 1992, the Board entered into an Agreement with Albert E. Roller, the highest ranked firm in a competitive request for proposal (RFP) process for a long-term contract, pertaining to professional land management services at the County owned AL-BAR and Cross Bar Ranches. The services include the management and maintenance of both ranches to promote forest growth, to protect and preserve habitat and endangered wildlife, and secure the County's property and pine forest investments. These services are to be provided in conjunction with the Forestry Operation Services and Wildlife Management Project for both ranches. The costs for these services in the renewal agreement as shown in Exhibit B are not to exceed \$2,481,720 for the five (5) year term. Services include site supervision, security, fire prevention, fence maintenance, road maintenance, control burning, hog control, pine forest maintenance, coordination with Tampa Bay Water, wildlife management activities, replanting of pine stands and other miscellaneous services as described in Exhibit A of the agreement. The actual cost will be adjusted each contract year equal to the Consumer Price Index (CPI) increase during the most recent 12-month period, but not to exceed five percent (5%). This renewal agreement is for the five-year term through November 2, 2017. The Options of Renewal for two (2) additional five-year terms will NOT be exercised.

The initial five-year term agreement was to be renewed by consent of both parties for six additional five-year terms. The 35-year Agreement reflected a long term business cycle associated with the 26-year silviculture life cycle combined with the proposed 7-year staged pine stand plantings. The silviculture life cycle has been shortened by eight (8) years with the timber harvest initiated in 2011 after 18 years. With the shortened life cycle, the last two (2) five-year term extensions beyond this renewal agreement, currently in the 35-year agreement, will not be exercised. The land management and forestry services will be rebid at the end of the renewal Agreement in 2017, and will allow the County to test future market prices. An updated business plan will be developed and may recommend different priorities and a revised ecosystem management plan for future contracts. This five-year renewal Agreement allows time for the Contractor to amortize equipment capital costs and for the County to revise the business plan and develop a RFP for future services beyond 2017.

The Contractor has performed extremely well by maintaining and enhancing the County's asset. The renewal Agreement includes the use of approximately 1,500 acres of pasture and three houses for 24/7 onsite security and wildfire prevention. The County receives credit in the renewal agreement for the use of improved pasture and housing. The basic services portion of the renewal agreement was negotiated with over half of the tasks' costs reduced. The renewal agreement's first-year cost of basic services is lower than the 2004/2005 agreement's annual cost. Furthermore, the first-year cost per acre is below the State's annual management costs for conservation lands, excluding the additional insurance cost.

The renewal agreement includes a special project task for replanting pine stands after the timber is harvested. The current Land Manager planted the first pine seedlings and exceeded the industry standard survival rate by 15%. The CPI-adjusted planting cost in the renewal Agreement is less than the original 1992 Agreement planting cost, even though it is more expensive to replant a recently harvested pine stand. The total five-year Agreement is projected to be \$46,600 less than the previous 5-year Agreement and includes replanting of pine stands.

DEI staff considers the renewal Agreement terms and cost to be very competitive and a fiscally responsible action. The existing Contractor is uniquely qualified, has invaluable institutional knowledge of the property and has performed well by meeting long term objectives of protecting, maintaining and enhancing a valuable and revenue-generating County asset. The revenue generated from the harvested forest products will help offset the land management costs.

The Clerk of Circuit Court Inspector General September 28, 2012 audit, provided several opportunities for improvement. These recommendations have been included in the renewal Agreement such as prohibiting recreational hunting, requiring written records on herbicide/chemical use, submittal of monthly service records, and the elimination of the safari bus tours by the Contractor due to increased liability risks.

Previous actions regarding this contract in reverse chronological order are:

- November 2, 2012 – Time Extension and Increase in Funds – Administrator approved
- October 2, 2007 – Renewal – BCC approved
- July 27, 2004 – Amendment No. 1 – BCC Approved
- December 17, 2002 – Resolution Approval – BCC Approved
- January 22, 2002 – Change Order No. 3 – BCC Approved
- December 19, 2000 – Change Order No. 2 – BCC Approved
- October 19, 1999 – Change Order No. 1 – BCC Approved
- June 10, 1997 – Renewal – BCC Approved
- September 10, 1996 – Amendment No. 6 – BCC Approved
- July 16, 1996 – Amendment No. 5 – BCC Approved
- November 21, 1995 – Amendment No. 4 – BCC Approved
- July 12, 1994 – Amendment No. 3 – BCC Approved
- April 26, 1994 – Amendment No. 2 – BCC Approved
- December 14, 1993 – Amendment No. 1 – BCC Approved
- November 3, 1992 – Award of Contract – BCC Approved

Fiscal Impact/Cost/Revenue Summary:

The expense for the services in the renewal agreement shall not exceed \$2,481,720 over the agreement term. The funds are budgeted in the Pinellas County Water Enterprise Fund.

Exhibits/Attachments Attached:

Contract Review
Renewal Agreement



PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL

CATS
NO.: 41622

PROJECT: Contract Extension – Agreement for Professional Land Management Services at AL-BAR and Cross Bar Ranches

RFP NUMBER: 978-0090-P(LN)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☒ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages:

PRODUCT ONLY ☐

This is an annual contract. Estimated Expenditure: \$TBD (pending insurance cost)

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director	1/31/13	<i>[Signature]</i>		
2.	<u>DEI</u> D Scott, Executive Director J. Quintas, Director D. Slonena, Mgr <i>[Signature]</i>	2/4/13 2/1/13 1/31/13	<i>[Signature]</i> <i>[Signature]</i> <i>[Signature]</i>	SEE MINOR EDITS TO MEMO.	
3.	<u>REM</u> D. DelMonte	2/4/13	<i>[Signature]</i>		

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want RFPs mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

4.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	2/5/13	Virginia Holscher	Add insurance incl in contract purposes. discussions.	<input checked="" type="checkbox"/> HIGH RISK <input type="checkbox"/> NOT HIGH RISK
5.	<u>BCC Finance</u> Attn: Cassandra Williams	2/7/13	CBW		
6.	<u>Legal</u> Attn: Joe Morrissey Attn: Michelle Wallace	2/8/13	JMM MW		
7.	<u>Asst. County Administrator</u> Attn: M. Woodard	2/8/13 2/14/13	<i>[Signature]</i>	See comments.	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Lucy Nowacki at Extension 43766

In order to meet the following schedule, please return your requirements to Purchasing by:

TENTATIVE DATES

RFP Mail Out:
RFP Opening:
Purchasing Director Approval:

Need to discuss exposure of adjoining property while students/visitors are on our property.

**RENEWAL OF AGREEMENT
FOR PROFESSIONAL LAND MANAGEMENT SERVICES
AT AL-BAR AND CROSS BAR RANCHES**

THIS AGREEMENT, made and entered into this _____ day of _____
_____, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of
Florida, hereinafter referred to as the "COUNTY", represented by its Board of County
Commissioners, and ALBERT E. ROLLER ("CONTRACTOR"), an individual authorized
to do business in the State of Florida, with principal place of business located at P.O.
Box 11077, Spring Hill, Florida 34610:

WITNESSETH

WHEREAS, the COUNTY has determined that it has a need for professional land
management services from the CONTRACTOR; and

WHEREAS, the CONTRACTOR has agreed to provide such professional land
management services; and

WHEREAS, the COUNTY and the CONTRACTOR entered into a long term
Agreement on November 3, 1992, for Professional Consulting Services; and

WHEREAS, the COUNTY desires to exercise an option of renewal of this
Agreement through November 2, 2017; and

WHEREAS the CONTRACTOR agrees to exercising this option; and

WHEREAS, the CONTRACTOR represents that it is capable of providing in an
able and competent manner those services described below; and

WHEREAS, the COUNTY desires to engage the CONTRACTOR for such
professional land management services on the terms and conditions hereinafter set
forth; and.

WHEREAS, the COUNTY has extended the previous agreement by four months to accommodate inclusion of recommendations from a recently completed internal audit.

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

I. SERVICES TO BE PERFORMED.

The COUNTY employs and retains the CONTRACTOR to provide professional land management services, as described in the Scope of Services, Exhibit A, attached hereto. Such professional land management services shall be requested and assigned by the County's Executive Director of Environment and Infrastructure, or the Director's designee.

A. In performance of its obligations under Section I of this Agreement, the CONTRACTOR is expected to perform these services with due diligence, consistent with generally accepted professional principles and practices of the applicable discipline and in a competent manner.

B. This Agreement calls for the CONTRACTOR to perform professional land management services as an independent contractor, and the CONTRACTOR shall not be considered an employee or agent of the COUNTY for any purpose. The CONTRACTOR shall have sole authority to control the means and methods necessary to perform the services under this Agreement. In this regard, the CONTRACTOR shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the CONTRACTOR. The CONTRACTOR shall comply with all Workers' Compensation, employers' liability, and other Federal, State, County and municipal laws, ordinances, and regulations required of an employer performing services as herein contemplated. Furthermore, the CONTRACTOR is responsible for paying all income and

employment taxes and the COUNTY shall not be responsible for collecting and/or paying withholding, FUTA, FICA, or any other State or Federal taxes.

II. COUNTY RESPONSIBILITY.

The COUNTY shall provide all criteria and full information of the COUNTY's requirements and make available to the CONTRACTOR all existing COUNTY studies, reports and other available data and services of others pertinent to the Scope of Services under this Agreement that are determined by the COUNTY or the Executive Director of Environment and Infrastructure to be necessary for the performance of the CONTRACTOR's services.

III. TERM OF AGREEMENT.

The term of this Agreement for services on the Cross Bar and AL-BAR Ranches is for the period March 3, 2013 through November 2, 2017. This Agreement will not be renewed, but will terminate as of November 2, 2017

IV. COMPENSATION.

A. For providing professional land management services to the COUNTY, as described herein, the COUNTY shall pay the CONTRACTOR an annual amount as reflected on the attached Cost Summary Projection, Exhibit B. Payment shall be made in monthly installments.

B. Compensation of Two Hundred Ten Thousand, Eight Hundred Thirty Dollars and No/100 Dollars (\$210,830.00) is to be paid for the first eight (8) months for Basic Services from March 3, 2013 through November 2, 2013.

C. Compensation of Three Hundred Twenty-Three Thousand, Five Hundred, Thirty Dollars and No/100 Dollars (\$323,530.00) per year to paid monthly for all subsequent years for Basic Services, such amount to be adjusted by a percentage

equal to one hundred percent (100%) of the total percentage rate of inflation of the Consumer Price Index during the most recent 12-month period for which published figures are available from the U. S. Department of Labor, but not to exceed five percent (5%) during any one year. For the purpose of this Agreement, "Consumer Price Index" shall mean the average for "all items" shown in the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor" using the year 1982 as the base of 100.

V. SECURITY AND FARMING ACTIVITIES.

In order to maintain security on the property, the COUNTY shall furnish to the CONTRACTOR the use of three (3) existing residences on the property. A license agreement will be entered into within 60 days of executing this agreement, to place a CONTRACTOR supplied mobile home on the northern parcel of Cross Bar Ranch for increased security purposes. In addition, approximately 1500 acres will be made available to the CONTRACTOR for farming purposes. The crop type, soil treatment, fertilizer and insecticides, if any, must be compatible with wellfield, wildlife and forestry operations. A credit to the COUNTY for these residences and farming activities is provided in the Basic Services portion of Exhibit B.

VI. INVOICES.

All sums paid to the CONTRACTOR will, in each case, be subject to the receipt by the COUNTY of a statement from the CONTRACTOR to enable the COUNTY to properly perform its audit responsibilities for the use of public funds, and receipt of certification that CONTRACTOR has performed said services in conformance with this Agreement and is entitled to receive the amount specified herein. Invoices shall be submitted in

such manner as will permit their inspection pursuant to Chapter 119, Florida Statutes.. The CONTRACTOR shall submit such invoices to the COUNTY on a monthly basis. Monthly service records for the work competed shall accompany the invoice. The original billing shall be submitted to the COUNTY's Executive Director of Environment and Infrastructure, or such other person(s) as directed by the COUNTY.

VII. DISCRIMINATION.

The CONTRACTOR assures the COUNTY it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the CONTRACTOR does not, on the grounds of race, color, national origin, religion, sex, age, handicap, military service or marital status discriminate in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees this Agreement is conditioned upon the veracity of this Statement of Assurances. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto.

VIII. TERMINATION.

In the event the COUNTY terminates this Agreement prior to the term which ends November 2, 2017, for reasons other than cause, the CONTRACTOR will be paid from the COUNTY compensation earned at the date of termination and an amount equal the annual cash compensation as described in Section IV of this Agreement for the balance of the Basic Services of the contract year in which the Agreement is terminated. If this Agreement is terminated for cause, or if the CONTRACTOR terminates this Agreement, the CONTRACTOR will not be entitled to any compensation other than amounts earned at the date of termination. For termination other than cause the COUNTY will give a 30-

day written notice. Upon receipt of the 30 day termination notice the CONTRACTOR will vacate the premises within 120 days.

IX. MISCELLANEOUS.

A. All documents prepared by the CONTRACTOR pursuant to this Agreement are the property of the COUNTY.

B. The CONTRACTOR shall decline proffered employment or continued employment by another client if the exercise of its professional land management services under Section I of this Agreement will be, or is likely to be, adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the CONTRACTOR from being considered as a CONTRACTOR on another project or task administered by the COUNTY.

C. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the COUNTY or the CONTRACTOR.

D. The CONTRACTOR shall not sublet, assign, or transfer any work specifically set forth under this Agreement without the prior written consent of the COUNTY.

E. No changes or modifications of this Agreement shall be valid unless the same be in writing and signed by all parties hereto.

F. Venue for any action or litigation arising out of this Agreement shall be in Pinellas County, Florida.

G. This Agreement shall be governed by the laws of the State of Florida.

X. AUDIT.

The CONTRACTOR shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a

manner as to permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the COUNTY reserves the right to audit such records pursuant to Pinellas County Code §2-156 through §2-183.

XI. INSURANCE COVERAGE

The Contracted vendor shall obtain and maintain, and require any sub-contractors COUNTY has consented to per IX above, to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a "Bests" rating of at least A-VIII. Within ten (10) calendar days after CONTRACTOR receipt of notice of award, the CONTRACTOR shall provide the COUNTY with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the Agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph 3 for Additional Insured shall be attached to the certificate(s).

All insurance coverages of the CONTRACTOR shall be primary and non-contributory of the insurance or self insurance programs carried by the COUNTY. Receipt of the certification of insurance by the COUNTY of any Certificate of Insurance does not constitute approval of Agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY.

All liability insurance policies, other than professional liability, if required, worker's

compensation and employer's liability policies obtained by the CONTRACTOR to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if required by the COUNTY, certified true copies of the renewal policies, shall be furnished by the CONTRACTOR to the COUNTY within thirty (30) days prior to the expiration date.

Contracted vendor shall also notify the COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONTRACTOR from its insurer by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve CONTRACTOR of this requirement to provide notice.

Should the CONTRACTOR, at any time, not maintain the insurance coverage's required herein, the COUNTY may terminate the Agreement, or at its sole discretion be authorized to purchase such coverage's and charge the CONTRACTOR for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The CONTRACTOR shall submit to the County Department of Risk Management a copy of all accident reports arising out of any personal injuries or property damage arising or alleged to have arisen on account of any work under the Agreement.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

A. Workers' Compensation

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$100,000
Per Employee Disease	\$100,000
Policy Limit Disease	\$500,000

B. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability (covering the liability assumed under indemnification provisions of this agreement), Premises/Operations, Products/Completed Operation and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such an exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits

General Aggregate	\$1,000,000
Personal Injury and Adv. Inj.	\$1,000,000
Each Occurrence	\$1,000,000

C. Business Automobile or Trucker's/Garage Liability covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that his coverage exists under the Commercial General Liability policy.

Limit

Per Accident

\$1,000,000

D. Excess or Umbrella Liability Insurance excess over the primary coverages required in paragraphs (A), (B), and (C) above with at least minimum limits as follows:

Limits

Each Occurrence

\$4,000,000

Aggregate

\$4,000,000

E. Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispensal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere, or any watercourse, or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for at least the minimum listed below:

- a. Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property that has not been physically injured or destroyed;
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages;
- c. Cost of cleanup/remediation.

Limits:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability, coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide application operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide application is acceptable.

XII. INSURANCE POLICY CONTENTS.

Each insurance policy shall include the following terms and/or conditions in the policy:

- A. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- B. The term "COUNTY" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- C. **Pinellas County shall be endorsed** to the required policy or policies as an Additional Insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY to any such future coverage, or to

County's Self-insured Retention's of whatever nature. Copy of endorsement must be provided with certificate of insurance as proof of coverage.

D. All policies shall be written on a primary, non-contributory basis.

E. Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.

F. Insurance policies shall include waivers of subrogation in favor of Pinellas County.

XIII. INDEMNIFICATION.

The CONTRACTOR does hereby agree to indemnify, defend, and save harmless the COUNTY and all of the members of its board, its officers, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, attorney's fees and judgments of every nature and description, including claims for property damage and claims for injury to or death of persons, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, bylaws, ordinance, order, or decree brought or recovered against it by reason of any act of negligence or omission of the CONTRACTOR, its agents, or employees except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The monetary limits of this indemnity shall be the limits of insurance coverage applicable to this contract.

XIV. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal

period without penalty or expense to the COUNTY.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

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

ATTEST:
KEN BURKE, Clerk

PINELLAS COUNTY, FLORIDA
by and through its Board of
County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

(SEAL)

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Attorney

ATTEST: (For Contractor)

CONTRACTOR:
Albert E. Roller

By: _____

By: _____

(Type Name and Title)

(Type Name and Title)

EXHIBIT A

SCOPE OF SERVICES

PROFESSIONAL LAND MANAGEMENT SERVICES FOR PINELLAS COUNTY

PROPERTIES AT CROSS BAR AND AL-BAR RANCHES

1. Provide supervision of all activities on the properties.
2. Establish and maintain security on the properties.
3. Establish and maintain fire prevention of the properties, including firebreaks.
4. Maintain fences and gates on the properties.
5. Maintain interior roads on the properties.
6. Grade entrance road monthly.
7. Provide control burning on the properties.
8. Establish and maintain a wild hog and nuisance species control program. Recreational hunting will be prohibited. No discharge of firearms will be allowed when any tours are being conducted. Firearms will not be worn in areas where children are present. Firearms shall be properly locked and stored when not in use.
9. Maintain planted pine forest.
10. Provide exotic weed and cattail control. Maintain written records of herbicide, type and application dates, locations and rates. Submit these records monthly, as applicable.
11. Coordinate continuing activities on the Cross Bar Ranch with Tampa Bay Water (TBW).
12. Coordinate monitoring activities with TBW on the Cross Bar Ranch.
13. Coordinate with Pinellas County all activities upon AL-BAR and Cross Bar Ranches.
14. Maintain ponds and lake levels on the Cross Bar Ranch through cooperation with TBW.
15. Mow whooping crane habitat two (2) times per year.

16. Burn scrub jay habitat of approximately 100 acres per year. Multiple smaller micro burns may occur, but will total approximately 100 acres. Have at least one coordination meeting regarding these activities with the County's Forester and wildlife consultant. Provide location and dates of prescribed burns so burn maps can be maintained.
17. Coordination meetings with the COUNTY and wildlife consultant will be held prior to any farming activities that may affect wildlife habitats.
18. Read water meters, staff gauges, and monitor wells for the COUNTY'S augmentation and ditch block sites. Convey those readings to Pinellas County staff before the 4th of each month for the previous month's data. Follow established water levels for the augmented sites.
19. Periodically travel on the Cross Bar and AL-BAR Ranches to ensure the County's property and interests are maintained.
20. COUNTY will provide an above ground 450 gallon fuel tank for the CONTRACTOR to use for its management operations and associated COUNY operations. CONTRACTOR is responsible for proper dispensing of fuel for its operations. Any fuel spills will be reported immediately to the COUNTY. Cleanup and/or remediation of any fuel spills will be the responsibility of the CONTRACTOR.
21. Provide janitorial, cleaning and grounds maintenance services for the educational facility and pole barns.
22. Act as liaison between Pinellas County and TBW, the Southwest Florida Water Management District (SWFWMD), and all other government agencies regarding activities on the Cross Bar Ranch
23. Special Projects: The replanting of the harvested pine stands will be ongoing through this contract period. CONTRACTOR will be assigned the responsibility to prepare the replanted area and plant the new pine seedlings. Maintenance of the new pine stand will need herbicide and fertilizer applications. CONTRACTOR will provide all equipment, supplies, tools, services and incidentals to complete this work. Pine seedlings will be provided by the COUNTY or reimburse the CONTRACTOR for the direct costs. Maintain written records of herbicide and fertilizer application dates, locations and rates. Submit these records monthly, as applicable. Since the number of acres to be planted and maintenance services will vary year by year, the costs per acre for the various services have been developed and are reflected on the attached **Exhibit C**. The annual cost for these replanting and maintenance services will be adjusted each year of the Agreement equal to the increase in the Consumer Price Index (CPI) during the most recent 12 month period, but not to exceed five percent (5%).
24. The cost for herbicide and fertilizer is volatile so this cost will be a direct cost for these products. Reimbursement for a cost or expense of One Hundred Dollars (\$100) or more shall be supported by the actual paid invoice, whereas costs and expenses less than One Hundred Dollars (\$100) shall be itemized and detailed as to the amount.
24. Additional Services: Pinellas County may request the Contractor to perform services not mentioned above which are required to maintain good stewardship of publicly-owned lands held for multi-use purposes. These additional services will be determined by, and requested from, the Executive Director of Environment and Infrastructure or his

designee. All requests for additional services will be in written form and costs shall not exceed: EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000) per Agreement year.

Exhibit B
AL-BAR and Cross Bar Ranches
Land Management Services
Cost Summary Projection

	Year 2013 #	Year 2013/2014	Year 2014/2015	Year 2015/2016	Year 2016/2017	Total
Basic Services*						
Fence Maintenance	\$ -	\$ 10,300	\$ 10,600	\$ 10,900	\$ 11,300	\$ 43,100
Interior Roads Maint., Tree Trimming for Rds and Fences	0	\$ 18,500	\$ 19,100	\$ 19,700	\$ 20,300	77,600
Fire Line Maintenance	22,600	\$ 34,400	\$ 35,400	\$ 36,500	\$ 37,600	166,500
Hog Control	267	\$ 4,100	\$ 4,200	\$ 4,400	\$ 4,500	17,467
Controlled Burns and Wildfire Suppression	14,000	\$ 14,400	\$ 14,800	\$ 15,300	\$ 15,800	74,300
Mowing Rights-of-Way and Environmental Mowing	21,100	\$ 21,700	\$ 22,400	\$ 23,100	\$ 23,800	112,100
Entrance Road Grading	8,000	\$ 12,400	\$ 12,700	\$ 13,100	\$ 13,500	59,700
Environmental Monitoring	19,700	\$ 30,000	\$ 30,900	\$ 31,800	\$ 32,700	145,100
Basic Security	35,700	\$ 67,700	\$ 69,700	\$ 71,800	\$ 74,000	318,900
Cat Tail Control	6,600	\$ 6,800	\$ 7,000	\$ 7,200	\$ 7,400	35,000
Exotic Weed Control	37,100	\$ 38,200	\$ 39,400	\$ 40,500	\$ 41,700	196,900
Buildings - Janitorial and Grounds	14,833	\$ 23,000	\$ 23,700	\$ 24,400	\$ 25,100	111,033
Manager	43,067	\$ 69,400	\$ 71,500	\$ 73,600	\$ 75,900	333,467
Additional Insurance	24,760	\$ 25,500	\$ 26,270	\$ 27,050	\$ 27,870	131,450
Use of Pastures & Homes	(36,897)	\$ (53,800)	\$ (55,400)	\$ (57,100)	\$ (58,800)	(261,997)
Total Basic Services	\$ 210,830	\$ 322,600	\$ 332,270	\$ 342,250	\$ 352,670	\$ 1,560,620
Special Projects						
Pine Replanting **	25,300	57,600	64,500	78,300	75,300	301,000
Herbicide and Fertilizer for Replanting***	29,000	40,100	46,400	63,500	41,100	220,100
Additional Services/Contingency	80,000	80,000	80,000	80,000	80,000	400,000
Total Special Projects	\$ 134,300	\$ 177,700	\$ 190,900	\$ 221,800	\$ 196,400	\$ 921,100
Total Contract	\$ 345,130	\$ 500,300	\$ 523,170	\$ 564,050	\$ 549,070	\$ 2,481,720

* Basic Services will be based on Consumer Price Index (not to exceed of 5% per year)

Year 2013/2014 begins November 3, 2013 and ends November 2, 2014. Subsequent years will follow similar yearly terms.

Prorated from 4-month agreement extension

* *Actual cost will be based on acres replanted and unit cost per acre (Reference Exhibit C)

***Actual cost will be based on direct cost for herbicide and fertilizer

EXHIBIT C
AL-BAR and Cross Bar Ranches
Land Management Services
Special Projects
Pine Replanting

	Unit cost/acre**
Task	2013
Pre-plant herbicide	\$15
Spot rake and pile burn	\$40
Scalp and plant seedlings*	\$55
Post-plant herbicide	\$15
Fertilization	\$15
Mowing-late summer/fall	\$15

* Does not include cost of seedlings (County to provide or reimburse)

** Unit cost basis is Year 2013.

Unit cost will be adjusted based on the CPI (Cap of 5% /Year))