



BOARD OF COUNTY COMMISSIONERS

DATE: February 26, 2013

AGENDA ITEM NO. 96.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Contract Renewal - Agreement for Forestry Operation Services and Wildlife Management Project at AL-BAR and Cross Bar Ranches
Contract No. 978-0092-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 NATURAL RESOURCE PLANNING SERVICES, INC. (NRPS) FOR FORESTRY OPERATION SERVICES AND WILDLIFE MANAGEMENT PROJECT FOR PINELLAS COUNTY PROPERTIES AT AL-BAR AND CROSS BAR RANCHES EFFECTIVE MARCH 3, 2013 THROUGH NOVEMBER 2, 2017, IN THE AMOUNT OF \$1,173,800.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT BY NATURAL RESOURCE PLANNING SERVICES, INC., 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 NRPS, the highest ranked firm in a competitive request for proposal (RFP) process for a long-term contract, pertaining to forestry operation services and wildlife management services at the County owned AL-BAR and Cross Bar Ranches. This agreement includes the implementation of a forestry management program and wildlife management services that reflect responsible financial and land use planning. These services are provided in conjunction with the Land Management Services for AL-BAR and Cross Bar Ranches. Services provided include forest management planning, timber and pine straw harvesting sales, market analysis, fire management, mapping, insect and disease monitoring, habitat and wildlife management, and reforestation coordination as described in Exhibits B and C. The project costs for these services in the renewal agreement are outlined in Exhibit E with proposed costs not-to-exceed \$1,173,800 for the five (5) year term. The actual cost will be adjusted annually based on 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 (6) 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) 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 County to revise the business plan and develop a RFP for future services beyond 2017.

The original Agreement was developed with low annual forestry fees and recognized that a deferred compensation would be a percentage of the revenue from the harvested forest products. The current commissions remain the same as the original Agreement at 15% and 10% for the sale of pine straw and timber, respectively. The annual forestry fees have been indexed to the CPI since the initial Agreement in 1992 and represent a fair market value for these services over time. The wildlife and forestry hourly rates remain the same since 2000 for the habitat restoration projects, excluding the increased insurance cost required by the County.

The timber harvest was initiated in 2011 and is generating revenue. Subsequent replanting of the pine stand is required to complete the reforestation. The timber harvest and replanting will continue for the next nine (9) years. The Consultant is now realizing the contracted deferred compensation associated with the lower annual forestry fees. Professional forestry services must be continued to maximize timber revenue and to oversee the replanting activities. The Consultant has provided these services with the original plantings and is uniquely qualified to continue oversight of the replanting operations. The Consultant is one of the largest forestry firms in Florida, and has and can continue to provide the needed level of expertise and insight to regional and state market conditions to maximize the revenue potential from future timber harvests.

The total five-year renewal Agreement is projected to increase slightly compared to the previous Agreement as a result of the timber harvest commissions. Projected total revenue from the pine straw and timber sales is \$4,259,500, minus commissions will produce revenue of \$3,745,500 over the upcoming renewal term. The revenue will cover the land management, replanting and forestry/wildlife management costs over the next renewal term.

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
- September 20, 2005 – Amendment No. 1 – BCC Approved
- December 17, 2002 – Resolution Approval – BCC Approved
- March 12, 2002 – Amendment No. 2 – BCC Approved
- August 22, 2000 – Amendment No. 2 – BCC Approved
- September 29, 1998 – Amendment No. 1 – BCC Approved
- June 10, 1997 – Renewal – BCC Approved
- March 12, 1996 – Amendment No. 1 – BCC Approved
- June 8, 1993 – Change Order 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 \$1,173,800 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.: 41623

PROJECT: Contract Extension – Agreement for Forestry Operation Services and Wildlife Management Project at AL-BAR and Cross Bar Ranches

RFP NUMBER: 978-0092-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				
2.	<u>DEI</u> D Scott, Executive Director J. Quintas, Director D. Slonena, Mgr	2/4/13 2/1/13		SEE MINOR EDITS TO MEXO	
3.	<u>REM</u> D. DelMonte	2/4/13			

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 E. Holscher	see changes	HIGH RISK 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	2/6/13	Jmm		
7.	<u>Asst. County Administrator</u> Attn: M. Woodard	2/8/13 2/14/13	MW WJW	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:

**RENEWAL AGREEMENT FOR FORESTRY OPERATIONS SERVICES
AND WILDLIFE MANAGEMENT PROJECT FOR PINELLAS COUNTY
PROPERTIES 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, by and through its Board of County Commissioners, thereof as its governing body, hereinafter referred to as the "COUNTY", and Natural Resource Planning Services, Inc., hereinafter referred to as the "CONTRACTOR", doing business as a corporation authorized to do business in the State of Florida, with principal place of business located at 32745 Pennsylvania Avenue (P.O. Box 564), San Antonio, Florida 33576:

WITNESSETH

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

WHEREAS, the CONTRACTOR has agreed to provide such professional consulting 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 consulting services on the terms and conditions hereinafter set forth.

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:

1. SERVICES TO BE PERFORMED.

The COUNTY employs and retains the CONTRACTOR to provide professional consulting services necessary to complete the work contemplated hereunder in Exhibit A and Exhibit B of this Agreement on AL-BAR and Cross Bar Ranches.

(a) In performance of its obligations under Section 1 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 consulting 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.

2. 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 Section 1 of this Agreement that are determined by the COUNTY for the performance of the CONTRACTOR'S services.

3. TERM.

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, unless earlier terminated pursuant to Section 7.

4. COMPENSATION.

As compensation for the CONTRACTOR providing professional consulting services to the COUNTY as described herein, the COUNTY shall pay the CONTRACTOR as follows:

(a) For hourly services, the CONTRACTOR'S standard hourly rates for its employees as listed in the attached Exhibit C.

(b) Reasonable out-of-pocket costs and expenses for such items as photocopying, delivery charges, long distance telephone charges, and similar items incurred as a result of this Agreement. 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.

(c) Travel and per diem reimbursements shall be in accordance with Chapter 112, Florida Statutes, including, but not limited to, Section 112.061, Florida Statutes. a copy of which is attached hereto as Exhibit D.

(d) Twenty Seven Thousand, Two Hundred and No/100 Dollars (\$27,200.00) to be paid monthly for the first eight (8) months for forestry services from March 3, 2013 through November 2, 2013; and

(e) Forty Thousand, Six Hundred and No/100 (\$40,600.00) per year to be paid monthly all subsequent years for forestry operations, 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.

(f) Fifteen percent (15%) of the gross receipts of the sale of pine straw.

(g) Ten percent (10%) of the gross receipts of the sale of timber.

(h) At the written direction of the Executive Director of Department of Environment and Infrastructure, or the Executive Director's designee, the

CONTRACTOR may perform contingency services, which shall not be considered extra work under Section 1, in an amount not to exceed Five Thousand Dollars (\$5,000) per project, and the total shall not exceed Twenty Five Thousand Dollars (\$25,000) over the 5-year term, based on the hourly rates listed in Exhibit C.

(i) The COUNTY and the CONTRACTOR recognize that a portion of the CONTRACTOR'S compensation is a percentage of the revenue from the sale of forest products {Paragraphs 4(f) and 4(g)}. If the COUNTY elects to terminate the Agreement during the term of the Agreement, for reasons other than cause, the CONTRACTOR'S compensation will be as follows:

1. The total compensation paid to the CONTRACTOR pursuant to Section 2(a), (b), (c), (d) and (e) of the Agreement dated November 3, 1992, and Section 4(d), (e), (f) and (g) of the Agreement dated June 10, 1997, and Section 4(d), (e), (f) and (g) of the Agreement dated December 17, 2002, and Section 4(d), (e), (f) and (g) of the Agreement dated October 4, 2007, and Section 4(d), (e), (f) and (g) of this Agreement will be added together. This amount will be called "Total Compensation Paid".

2. The sum of Fifty One Thousand Dollars (\$51,000) per year of the Agreement adjusted yearly for using the inflation adjustment formulas in Paragraph 2(c) of the Agreement dated November 3, 1992, and in Paragraph 4(e) of the Agreement dated June 10, 1997, and Paragraph 4(e) of the Agreement dated December 17, 2002, and in Paragraph 4(e) of the Agreement dated October 4, 2007 and in Paragraph 4(e) of this Agreement to the date of termination shall be calculated. This amount will

be called "Total Yearly Adjustment". "Total Compensation Paid" shall be subtracted from "Total Yearly Adjustment" and the CONTRACTOR will be paid the difference between the two amounts.

3. If the CONTRACTOR terminates the Agreement prior to the November 2, 2017 term herein agreed or if the COUNTY terminates the Agreement for cause, the CONTRACTOR will not be entitled to any compensation based on percentage of revenue from the future sale of forest products and the CONTRACTOR will receive compensation based only upon Section 4 (a), (b), (c), (d), (e), (f), (g) and (h) paid to date of termination with no additional adjustments.

4. At the end of the term of the Agreement (November 2, 2017), CONTRACTOR will not be entitled to any compensation from COUNTY. CONTRACTOR will not be entitled to compensation for any revenue from pine straw and timber harvest at the end of the term of the Agreement.

5. INVOICES.

All sums paid to the CONTRACTOR shall, in each case, be subject to the receipt, by the COUNTY, of a detailed statement of services rendered from the CONTRACTOR, including sufficient documentation to enable the COUNTY to properly perform its audit responsibilities for the use of public funds, and certification that it has performed said services in conformance with this Agreement and it 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. Payment will be made in accordance with the

Florida Prompt Payment Act, §218.70, Florida Statutes.

6. 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.

7. TERMINATION.

The COUNTY or the CONTRACTOR may terminate this Amendment upon thirty (30) days advance written notice. In the event of termination, the CONTRACTOR shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the COUNTY.

8. MISCELLANEOUS.

(a) All documents prepared by the CONTRACTOR pursuant to this Agreement are the property of the COUNTY and are prepared by or at the direction of the COUNTY.

(b) The CONTRACTOR shall decline proffered employment or continued employment by another client if the exercise of these professional consulting

services under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or 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 is 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.

9. AUDIT.

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

10. INSURANCE COVERAGE.

The Contracted vendor shall obtain and maintain, and require any sub-contractors COUNTY has consented to per Section 8, 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 thirty (30) calendar days in advance of the agreement term, 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, 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.

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. Professional Liability, including coverage for pollution with at least minimum limits as follows:

Limits

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

CONTRACTOR is soliciting professional liability and pollution coverage and it will be a pass through cost to the COUNTY and compensated by contingency funds. Depending on cost, COUNTY may elect to not require such coverage. If subcontractor work does not create a pollution exposure, subcontractor will not be required to carry pollution coverage on Professional Liability.

E. Excess or Umbrella Liability Insurance in Excess of the primary coverage required in (A), (B), and (C) above:

Limits

Each Occurrence	\$1,000,000
-----------------	-------------

Aggregate	\$1,000,000
-----------	-------------

11. 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.

12. 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 Agreement.

13. 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.

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:

**NATURAL RESOURCE PLANNING
SERVICES, INC.**

By: _____
Notary Public

By: _____

Type or Print Name

Type or Print Name and Title

EXHIBIT A
FORESTRY OPERATIONS SERVICES
FOR PINELLAS COUNTY PROPERTIES AT
AL-BAR AND CROSS BAR RANCHES

SCOPE OF SERVICES

The Scope of Services outlined below details the professional forestry services to be provided to the County during the next five (5) years of the Agreement.

1. Fire Management

- A. Coordinate all prescribed burns both for silvicultural and wildlife management.
- B. Coordinate and plan all fire pre-suppression activities.
- C. Provide assessment of the effects of all wildfire occurrences.

2. Mapping

Update and keep current the forest types map for the properties utilizing GIS mapping technology. Develop other maps as necessary to include, but not limited to soils, invasive exotic vegetation, timber sale, topography, wildlife, and pine straw sale maps.

3. Forest Health Monitoring

Monitor for all insect and disease activities that may occur throughout all forest types. Analyze effect of infestations, coordinating with experts from the University of Florida - School of Forest Resources & Conservation (UF – SFRC) & the Florida Forest Service (FFS) as necessary, and develop recommendations. Identify and GPS invasive exotic vegetation, coordinating herbicide treatments and other activities with the Land Management Contractor and other parties as necessary (e.g. FFS, Florida Natural Areas Inventory, UF - IFAS Extension, etc.).

4. Habitat Enhancement

Coordinate with the Land Management Contractor and Wildlife Biologist Subcontractors all habitat enhancement and ecological restoration activities conducted on the properties.

5. Reforestation

Develop and implement optimal reforestation strategies involving mechanical site preparation, herbicides, purchase, transportation, & storage of pine seedlings, planting, and fertilizing of pines - coordinating as necessary with experts from UF, testing laboratories, and forest industry. Schedule and coordinate silvicultural activities with the Land Management Contractor, Tampa Bay Water or other forestry subcontractors.

6. Pine Straw Harvesting

Develop and conduct pine straw sales, coordinate pine straw related operations with pine straw buyer and other affected parties (e.g. land manager and timber buyers). Coordinate herbicide treatments necessary for pine straw raking with Tampa Bay Water staff, including written notification to Tampa Bay Water. Receive, review and forward payments to County. Monitor pine straw harvesting for maintaining integrity of ecological

& silvicultural goals and protection of County property assets.

7. **Market Analysis**

Maintain market data for analysis prior to all timber sales. Make recommendations as to the optimal timing of timber sales and the acceptability of bids.

8. **Timber Sales**

Develop and conduct timber sales, as necessary, to meet silvicultural and wildlife management objectives. Employ security ticket system, review all payments against security tickets and mill scale tickets, request payment adjustments from buyer as necessary, report weekly harvesting and payment records, and forward stumpage payments. Monitor timber harvesting for maintaining integrity of ecological & silvicultural goals and protection of County property assets.

9. **Agricultural Operations**

Coordinate with Land Management Contractor all agricultural activities conducted on the properties.

10. **Stand Description**

Expand the current forest type map into stand level management units for future silvicultural treatment.

11. **Forest Management Plan**

Review and revise, as necessary, the Forest Management Plan for the properties.

EXHIBIT B
WILDLIFE MANAGEMENT PROJECT
FOR PINELLAS COUNTY PROPERTIES AT
AL-BAR AND CROSS BAR RANCHES

SCOPE OF SERVICES

The Scope of Services outlined below details the professional wildlife management project services to be provided to the County during the next five (5) years of the Agreement.

1. Monitoring

- A. Provide environmental services per requirements of SWFWMD Water Use Permit No. 204649.007 including environmental monitoring of augmentation sites. Services will include ecological monitoring, and preparation of comprehensive annual environmental assessment reports for Cross Bar Ranch.
- B. Provide environmental services per requirements of SWFWMD Water Use Permit No. 2011558.003 to include environmental monitoring of augmentation sites. Services will include ecological monitoring, and preparation of a comprehensive annual environmental assessment report for AL-BAR Ranch.

2. Annual Wildlife Utilization and Management Report

- A. Conduct annual scrub jay surveys for jay management area.
- B. Coordinate site-specific scrub jay site enhancement projects and assess project results.
- C. Prepare brief summary report on activities observed for the monitoring year.
- D. Third year of contract conduct quantitative and qualitative surveys for selected species, including scrub jays, nest box utilization and borrowing owls. A full annual report will be prepared to include location maps of species observed and habitat onsite. The report will provide recommendations for the next two years of wildlife management.

3. Public Awareness/Miscellaneous Project Services/ Contingency

- A. Conduct tours for public officials (no school tours), site meetings and all public awareness initiatives concerning AL-BAR/Cross Bar ecosystem management.
- B. Perform miscellaneous project services or contingency services when requested from the Executive Director of Environment and Infrastructure or his designee. All requests for these services will be in written form and shall not exceed \$5,000 per Agreement year.

EXHIBIT C
NATURAL RESOURCE PLANNING SERVICES, INC.
CURRENT FEE SCHEDULE

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$ 130.00
Principal Wildlife Biologist	\$ 90.00
Senior Wildlife Biologist	\$ 75.00
Field Forester	\$ 75.00
Biologist	\$ 65.00
Mapping Technician	\$ 65.00
Clerical	\$ 40.00
Mileage	Exhibit D

Select Year: 2012

The 2012 Florida StatutesEXHIBIT DTitle XChapter 112View EntirePUBLIC OFFICERS, EMPLOYEES,
AND RECORDSPUBLIC OFFICERS AND EMPLOYEES:
GENERAL PROVISIONSChapter**112.061 Per diem and travel expenses of public officers, employees, and authorized persons.**

(1) **LEGISLATIVE INTENT.**—To prevent inequities, conflicts, inconsistencies, and lapses in the numerous laws regulating or attempting to regulate travel expenses of public officers, employees, and authorized persons in the state, it is the intent of the Legislature:

(a) To establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

(b) To preserve the standardization established by this law:

1. The provisions of this section shall prevail over any conflicting provisions in a general law, present or future, to the extent of the conflict; but if any such general law contains a specific exemption from this section, including a specific reference to this section, such general law shall prevail, but only to the extent of the exemption.

2. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(2) **DEFINITIONS.**—For the purposes of this section, the following words shall have the meanings indicated:

(a) **Agency or public agency**—Any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, county, city, town, village, municipality, or any other separate unit of government created pursuant to law.

(b) **Agency head or head of the agency**—The highest policymaking authority of a public agency, as herein defined.

(c) **Officer or public officer**—An individual who in the performance of his or her official duties is vested by law with sovereign powers of government and who is either elected by the people, or commissioned by the Governor and has jurisdiction extending throughout the state, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

(d) **Employee or public employee**—An individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to an agency head.

(e) **Authorized person**—

1. A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.

2. A person who is called upon by an agency to contribute time and services as consultant or adviser.

3. A person who is a candidate for an executive or professional position.

(f) Traveler—A public officer, public employee, or authorized person, when performing authorized travel.

(g) Travel expense, traveling expenses, necessary expenses while traveling, actual expenses while traveling, or words of similar nature—The usual ordinary and incidental expenditures necessarily incurred by a traveler.

(h) Common carrier—Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(i) Travel day—A period of 24 hours consisting of four quarters of 6 hours each.

(j) Travel period—A period of time between the time of departure and time of return.

(k) Class A travel—Continuous travel of 24 hours or more away from official headquarters.

(l) Class B travel—Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

(m) Class C travel—Travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

(n) Foreign travel—Travel outside the United States.

(3) AUTHORITY TO INCUR TRAVEL EXPENSES. —

(a) All travel must be authorized and approved by the head of the agency, or his or her designated representative, from whose funds the traveler is paid. The head of the agency shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the state and also stating the purpose of such travel.

(b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by this section.

(c) Travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisers, may be authorized by the agency head. Complete explanation and justification must be shown on the travel expense voucher or attached thereto.

(d) Travel expenses of public employees for the sole purpose of taking merit system or other job placement examinations, written or oral, shall not be allowed under any circumstances, except that upon prior written approval of the agency head or his or her designee, candidates for executive or professional positions may be allowed travel expenses pursuant to this section.

(e) Travel expenses of public officers or employees for the purpose of implementing, organizing, directing, coordinating, or administering, or supporting the implementation, organization, direction, coordination, or administration of, activities related to or involving travel to a terrorist state shall not be allowed under any circumstances. For purposes of this section, "terrorist state" is defined as any state, country, or nation designated by the United States Department of State as a state sponsor of terrorism.

(f) The agency head, or a designated representative, may pay by advancement or reimbursement, or a combination thereof, the costs of per diem of travelers for foreign travel at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in this section.

(g) A traveler who becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the agency may continue to receive subsistence as provided in subsection (6) during this period of illness or injury until such time as he or she is able to perform the official business of the agency or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the agency head or his or her designee.

(h) The State Surgeon General or a designee may authorize travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health. The Department of Health may establish rates lower than the rate provided in this section for these travel expenses.

(4) OFFICIAL HEADQUARTERS.—The official headquarters of an officer or employee assigned to an office shall be the city or town in which the office is located except that:

(a) The official headquarters of a person located in the field shall be the city or town nearest to the area where the majority of the person's work is performed, or such other city, town, or area as may be designated by the agency head provided that in all cases such designation must be in the best interests of the agency and not for the convenience of the person.

(b) When any state employee is stationed in any city or town for a period of over 30 continuous workdays, such city or town shall be deemed to be the employee's official headquarters, and he or she shall not be allowed per diem or subsistence, as provided in this section, after the said period of 30 continuous workdays has elapsed, unless this period of time is extended by the express approval of the agency head or his or her designee.

(c) A traveler may leave his or her assigned post to return home overnight, over a weekend, or during a holiday, but any time lost from regular duties shall be taken as annual leave and authorized in the usual manner. The traveler shall not be reimbursed for travel expenses in excess of the established rate for per diem allowable had he or she remained at his or her assigned post. However, when a traveler has been temporarily assigned away from his or her official headquarters for an approved period extending beyond 30 days, he or she shall be entitled to reimbursement for travel expenses at the established rate of one round trip for each 30-day period actually taken to his or her home in addition to pay and allowances otherwise provided.

(5) COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT.—For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

(a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.

(b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

1. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.
2. Lunch—When travel begins before 12 noon and extends beyond 2 p.m.

3. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity; except assignments of official business outside the traveler's regular place of employment if travel expenses are approved. The Chief Financial Officer shall establish a schedule for processing Class C travel subsistence payments at least on a monthly basis.

(6) RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.—For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Eighty dollars per diem; or
2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):

1. Breakfast. \$6
2. Lunch. \$11
3. Dinner. \$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

(7) TRANSPORTATION.—

(a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. The agency head or his or her designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

1. The nature of the business.
2. The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the agency head, jet service offered by any airline, whether on state contract or not, may be used when the cost is within an approved threshold determined by the agency head or his or her designee.

3. The number of persons making the trip and the amount of equipment or material to be transported.

(b) The Department of Financial Services may provide any form it deems necessary to cover travel requests for traveling on official business and when paid by the state.

(c) Transportation by common carrier when traveling on official business and paid for personally by the traveler, shall be substantiated by a receipt therefor. Federal tax shall not be reimbursable to the

traveler unless the state and other public agencies are also required by federal law to pay such tax. In the event transportation other than the most economical class as approved by the agency head is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the agency charged with the transportation provided in this manner.

(d)1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle:

- a. A traveler shall be entitled to a mileage allowance at a rate of 44.5 cents per mile; or
- b. A traveler shall be entitled to the common carrier fare for such travel if determined by the agency head to be more economical.

2. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (8).

3. All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense voucher.

(e) Transportation by chartered vehicles when traveling on official business may be authorized by the agency head when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph (d).

(f) The agency head or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph (d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph (d).

(g) No contract may be entered into between a public officer or employee, or any other person, and a public agency, in which a depreciation allowance is used in computing the amount due by the agency to the individual for the use of a privately owned vehicle on official business; provided, any such existing contract shall not be impaired.

(h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.

(8) OTHER EXPENSES.—

(a) The following incidental travel expenses of the traveler may be reimbursed:

1. Taxi fare.

2. Ferry fares; and bridge, road, and tunnel tolls.
3. Storage or parking fees.
4. Communication expense.

5. Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the public agency served by the person attending such meetings. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

(b) Other expenses which are not specifically authorized by this section may be approved by the Department of Financial Services pursuant to rules adopted by it. Expenses approved pursuant to this paragraph shall be reported by the Department of Financial Services to the Auditor General annually.

(9) RULES.—

(a) The Department of Financial Services shall adopt such rules, including, but not limited to, the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, and prescribe such forms as are necessary to effectuate the purposes of this section. The department may also adopt rules prescribing the proper disposition and use of promotional items and rebates offered by common carriers and other entities in connection with travel at public expense; however, before adopting such rules, the department shall consult with the appropriation committees of the Legislature.

(b) Each state agency shall adopt such additional specific rules and specific criteria to be used by it to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, not in conflict with the rules of the Department of Financial Services or with the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions, as may be necessary to effectuate the purposes of this section.

(10) FRAUDULENT CLAIMS.—Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this section shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

(11) TRAVEL AUTHORIZATION AND VOUCHER FORMS.—

(a) *Authorization forms.*—The Department of Financial Services shall furnish a uniform travel authorization request form which shall be used by all state officers, employees, and authorized persons when requesting approval for the performance of travel to a convention or conference. The form shall

include, but not be limited to, provision for the name of each traveler, purpose of travel, period of travel, estimated cost to the state, and a statement of benefits accruing to the state by virtue of such travel. A copy of the program or agenda of the convention or conference, itemizing registration fees and any meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel authorization request form on file with the agency. The form shall be signed by the traveler and by the traveler's supervisor stating that the travel is to be incurred in connection with official business of the state. The head of the agency or his or her designated representative shall not authorize or approve such request in the absence of the appropriate signatures. A copy of the travel authorization form shall be attached to, and become a part of, the support of the agency's copy of the travel voucher.

(b) *Voucher forms.*—

1. The Department of Financial Services shall furnish a uniform travel voucher form which shall be used by all state officers, employees, and authorized persons when submitting travel expense statements for approval and payment. No travel expense statement shall be approved for payment by the Chief Financial Officer unless made on the form prescribed and furnished by the department. The travel voucher form shall provide for, among other things, the purpose of the official travel and a certification or affirmation, to be signed by the traveler, indicating the truth and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the voucher conforms in every respect with the requirements of this section. The original copy of the executed uniform travel authorization request form shall be attached to the uniform travel voucher on file with the respective agency.

2. Statements for travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health shall be on forms approved by the Department of Financial Services.

(12) **ADVANCEMENTS.**—Notwithstanding any of the foregoing restrictions and limitations, an agency head or his or her designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

(13) **DIRECT PAYMENT OF EXPENSES BY AGENCY.**—Whenever an agency requires an employee to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the agency head or his or her designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The agency head or his or her designee may also grant prior approval for a state agency to make direct payments of travel expenses in other situations that result in cost savings to the state, and such cost savings shall be documented in the voucher submitted to the Chief Financial Officer for the direct payment of travel expenses. The provisions of this subsection shall not be deemed to apply to any legislator or to any employee of the Legislature.

(14) **APPLICABILITY TO COUNTIES, COUNTY OFFICERS, DISTRICT SCHOOL BOARDS, SPECIAL DISTRICTS, AND METROPOLITAN PLANNING ORGANIZATIONS.**—

(a) The following entities may establish rates that vary from the per diem rate provided in paragraph (6)(a), the subsistence rates provided in paragraph (6)(b), or the mileage rate provided in paragraph (7)(d) if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year:

1. The governing body of a county by the enactment of an ordinance or resolution;
2. A county constitutional officer, pursuant to s. 1(d), Art. VIII of the State Constitution, by the establishment of written policy;
3. The governing body of a district school board by the adoption of rules;
4. The governing body of a special district, as defined in s. 189.403(1), except those special districts that are subject to s. 166.021(9), by the enactment of a resolution; or
5. Any metropolitan planning organization created pursuant to s. 339.175 or any other separate legal or administrative entity created pursuant to s. 339.175 of which a metropolitan planning organization is a member, by the enactment of a resolution.

(b) Rates established pursuant to paragraph (a) must apply uniformly to all travel by the county, county constitutional officer and entity governed by that officer, district school board, special district, or metropolitan planning organization.

(c) Except as otherwise provided in this subsection, counties, county constitutional officers and entities governed by those officers, district school boards, special districts, and metropolitan planning organizations, other than those subject to s. 166.021(9), remain subject to the requirements of this section.

(15) CLASS C TRAVEL.—Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel.

History.—ss. 1, 3, ch. 22830, 1945; ss. 1, 2, 3, ch. 23892, 1947; ss. 1, 3, ch. 25040, 1949; ss. 1, 3, ch. 26910, 1951; s. 1, ch. 28303, 1953; s. 1, ch. 29628, 1955; s. 1, ch. 57-230; s. 1, ch. 61-183; s. 1, ch. 61-43; s. 1, ch. 63-5; s. 1, ch. 63-192; s. 1, ch. 63-122; s. 1, ch. 63-400; ss. 2, 3, ch. 67-371; ss. 1, 2, ch. 67-2206; s. 1, ch. 69-193; s. 1, ch. 69-381; ss. 12, 23, 31, 35, ch. 69-106; s. 65, ch. 71-136; s. 1, ch. 72-213; s. 1, ch. 72-217; s. 1, ch. 72-324; s. 26, ch. 72-404; s. 1, ch. 73-169; s. 1, ch. 74-15; s. 1, ch. 74-246; s. 1, ch. 74-365; ss. 1, 2, ch. 75-33; s. 1, ch. 76-166; s. 2, ch. 76-208; ss. 1, 2, ch. 76-250; s. 1, ch. 77-174; s. 1, ch. 77-231; ss. 1, 2, ch. 77-437; s. 2, ch. 78-95; s. 51, ch. 79-190; s. 1, ch. 79-205; s. 1, ch. 79-303; s. 1, ch. 79-412; ss. 1, 2, ch. 81-207; ss. 1, 2, ch. 83-307; s. 1, ch. 85-140; s. 1, ch. 87-407; s. 4, ch. 88-235; s. 12, ch. 89-291; s. 18, ch. 91-45; s. 1, ch. 94-139; s. 1403, ch. 95-147; s. 26, ch. 95-312; s. 5, ch. 96-310; s. 43, ch. 96-399; s. 23, ch. 98-136; s. 9, ch. 99-8; s. 7, ch. 99-155; s. 16, ch. 99-399; ss. 48, 53, ch. 2001-254; ss. 46, 79, ch. 2002-402; s. 2, ch. 2003-125; s. 123, ch. 2003-261; s. 49, ch. 2003-399; s. 5, ch. 2004-5; s. 32, ch. 2004-269; s. 23, ch. 2005-71; s. 12, ch. 2006-1; s. 6, ch. 2006-18; ss. 14, 53, ch. 2006-26; s. 1, ch. 2006-41; s. 3, ch. 2006-54; s. 2, ch. 2007-196; s. 6, ch. 2008-6; s. 13, ch. 2008-153; s. 2, ch. 2010-4; s. 4, ch. 2011-143.

Exhibit E
AL-BAR and Cross Bar Ranches
Forestry Operations & Wildlife Management Project
Cost Summary

Forestry Operations	Year 2013 #	Year 2013/2014	Year 2014/2015	Year 2015/2016	Year 2016/2017	Total
Consultant Services*	\$27,200.00	\$41,800.00	\$43,100.00	\$44,400.00	\$45,700.00	\$202,200.00
Commissions on Sales**	\$80,000.00	\$119,000.00	\$112,000.00	\$105,000.00	\$98,000.00	\$514,000.00
Total Forestry Operations	\$107,200.00	\$160,800.00	\$155,100.00	\$149,400.00	\$143,700.00	\$716,200.00
<u>Wildlife Management</u>						
Monitoring	\$38,600.00	\$51,000.00	\$51,000.00	\$51,000.00	\$51,000.00	\$242,600.00
Annual Wildlife Utilization and Management Report	\$10,000.00	\$10,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$65,000.00
Contingency/Misc. Project Services	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$150,000.00
Total Wildlife Management	\$78,600.00	\$91,000.00	\$106,000.00	\$91,000.00	\$91,000.00	\$457,600.00
Total Contract	\$185,800.00	\$251,800.00	\$261,100.00	\$240,400.00	\$234,700.00	\$1,173,800.00

* Consultant Services will be based on Consumer Price Index (Cap of 5% per year)

* *Based on Timber and Pine Straw Sale Projections (Actual cost will be based on acres harvested)

Prorated from 4-month agreement extension