

Cooperative Agreement between
Nassau County and the State of Florida
Department of Agriculture and Consumer Services
Division of Forestry

FDACS CONTRACT #

015304

This Agreement is made and entered into this 22 day of September, 2009, between Nassau County, Florida, hereinafter referred to as the "COUNTY" and the State of Florida Department of Agriculture and Consumer Services, Division of Forestry, hereinafter referred to as the "DOF".

WITNESSETH

WHEREAS, the non-native invasive pest plant, *Imperata cylindrica*, hereinafter referred to as "cogongrass" represents a serious environmental and economic threat to public and private lands in Florida; and

WHEREAS, it is in the mutual best interests of all parties, including the COUNTY and DOF, to manage, suppress and/or otherwise control cogongrass; and

WHEREAS, the COUNTY manages land in the right-of-way areas adjacent to county roads, hereinafter referred to as "ROW's", and areas where road construction/maintenance materials are dug and stored, hereinafter referred to as "borrow pits"; and

WHEREAS, certain COUNTY road ROW's and borrow pits are infested with cogongrass; and

WHEREAS, these cogongrass infestations can function as a source of new infestations on public and private forests and other areas adjacent to (and distant from) ROW's and borrow pits; and

WHEREAS, the DOF has resources and expertise (and/or access to same) to assist the COUNTY with identification, management and/or control of cogongrass infestations and desires to assist the COUNTY (in accordance with 7 CFR Part 3016) with the treatment of infested COUNTY road ROW's and borrow pits.

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

- 1) This Agreement shall become effective on the date of execution by the second party and shall remain in effect for two (2) calendar years.
- 2) The parties agree that each party shall be solely responsible for the negligent or wrongful acts of its employees and agents during the course of this Agreement. However, nothing contained herein shall be construed as an indemnity or constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

- 3) Either party may terminate this Agreement before the end of the two-year Agreement period for cause or convenience by giving sixty (60) days notice in writing to the other party of its intent to do so. Upon such termination invoked by either the DOF or the COUNTY, and upon cessation of cogongrass spraying operations, the COUNTY agrees to return any equipment and unused materials provided by the DOF for this initiative.
- 4) This Agreement represents the entire agreement of the parties. Any alternations, variations, changes, modifications, and waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties.

The COUNTY agrees to:

- 1) Send road maintenance supervisors and crews to one (1) required cogongrass management training workshop to be provided by the DOF in cooperation with the University of Florida, IFAS.
- 2) Cooperate with DOF County Foresters (and/or their representatives) to
 - a) survey COUNTY road ROW's and borrow pits for spots/infestations of cogongrass, and
 - b) geo-locate (GPS, County Road Map, or State of Florida Gazeteer) all detected/known cogongrass infestations with estimated spot/infestation sizes (acreage, square feet, etc.).
- 3) Treat accessible cogongrass spots/infestations on COUNTY borrow pits and road ROW's according to protocols to be provided by DOF in each of two consecutive years, **OR** contract for such treatment.
- 4) Report cogongrass spots/infestations detected, located and treated to DOF (location, acreage estimates, date treated, etc.)
- 5) Record and report herbicide use/application information to DOF (herbicide(s) used, application rates, etc.).
- 6) Report to the DOF Staff time, salaries/wages, and associated expenses incurred by COUNTY personnel applicable to participation in this cogongrass initiative.

The DOF agrees to:

- 1) Provide, in cooperation with the University of Florida, IFAS, cogongrass management training workshops for COUNTY road maintenance supervisors and crews.
- 2) Provide the COUNTY with technical advice/guidance with surveying, geo-locating, monitoring, and treating cogongrass infestations.
- 3) Provide general guidance and technical advice to the COUNTY as requested and/or required for successful treatment of cogongrass spots/infestations on COUNTY ROW's and borrow pits.
- 4) Provide to the COUNTY appropriate treatment recommendations/protocols and reporting forms for treatment documentation.
- 5) Purchase and provide to the COUNTY one (1) skid sprayer (c. \$3,000 - \$3,500) for purposes of cogongrass treatment on COUNTY road ROW's and/or borrow pits (it is understood that this skid sprayer will, upon successful completion of this agreement, become the property of the COUNTY).
- 6) Provide sufficient glyphosate and/or imazapyr herbicide as needed for treatment of up to 10 acres of cogongrass.

OR

- 7) Provide to the COUNTY the cash equivalent of 5 and 6 (above) for contract treatment of cogongrass on COUNTY borrow pits and ROW's [(in arrears upon presentation of a copy of contract invoice(s) and verification of successful treatment by DOF County Foresters)].

IN WITNESS WHEREOF, the Florida Department of Agriculture and Consumer Services, Division of Forestry, and Nassau County have caused this Agreement to be duly executed by their authorized representatives.

ATTEST: *Signature only* BOARD OF COUNTY COMMISSIONERS
John D. Crumpton COUNTY, FLORIDA

BY: [Signature] Deputy Clerk BY: [Signature] Barry V. Holloway, Chairman
Chair

EBK 7/13/09

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]
County Attorney

WITNESSES

[Signature]
Karen A. Meyer

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES,
CHARLES BRONSON, COMMISSIONER
BY: [Signature]
MIKE GRESHAM, DIRECTOR
DIVISION OF ADMINISTRATION