

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

Blue Sheet No. 20030633

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Board to approve and the Chairman execute two (2) originals of the Non-funded Cooperative Agreement No. 58-6629-3-215 with the US Department of Agriculture, Agricultural Research Service, South Atlantic Area (USDA, ARS, SAA) for The Arcawide Management Evaluation of Melaleuca (TAME Melaleuca).

WHY ACTION IS NECESSARY: The Agreement requires Board signature for the Department of Parks and Recreation to partner with USDA on the TAME Melaleuca project at the Conservation 20/20 acquired preserve, Prairie Pines Preserve.

WHAT ACTION ACCOMPLISHES: A signed Agreement will allow the Department of Parks and Recreation to partner with USDA on the TAME Melaleuca project at the Conservation 20/20 acquired preserve, Prairie Pines Preserve.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 4

C11A

3. MEETING DATE:

06-17-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough

7. BACKGROUND: The Arcawide Management Evaluation of Melaleuca (TAME Melaleuca) is a multi-agency effort recently established under ARS's Arcawide Pest Management Initiative to demonstrate, evaluate and promote practical, integrated melaleuca management strategies with an emphasis on biological control. Essential to the project's success is establishment of multiple research and demonstration sites in varied habitats in south Florida where public and private landowners are highly motivated to manage melaleuca. The Parks and Recreation managed Prairie Pines Preserve named in this non-funded cooperative agreement is one such site.

This is an opportunity to save on management funds for the Conservation 20/20 program since a portion of the melaleuca infestation at the Preserve will be removed and controlled at the cost of the USDA. This cooperative project would also provide management staff with new cost effective measures for removing and controlling the invasive exotic melaleuca, while providing the USDA with an appropriate site to demonstrate these techniques to public and private land managers concerned with the eradication of melaleuca.

There will be no cost to the County.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

*05-23-03
CCM*

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>5-22-03</i>	<i>N/Acc</i>			<i>[Signature]</i> <i>5/30/03</i>	<i>OA</i> <i>6/2/03</i>	<i>OM</i> <i>6/2/03</i>	<i>Risk</i> <i>6/2/03</i>	<i>GC</i> <i>6/2/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>5/30/03</i>
Time: <i>2:30 PM</i>
Forwarded To: <i>[Signature]</i>

RECEIVED BY COUNTY ADMIN. <i>CA</i>
<i>5-30-03</i>
<i>2:50</i>
COUNTY ADMIN. FORWARDED TO: <i>HS</i>
<i>6/3/03</i>

EXTRAMURAL AGREEMENT

TITLE OF PROJECT Melaleuca Mangement - A Demonstration (Lee County)		TYPE OF RESEARCH AGREEMENT Nonfunded Cooperative Agreement	
		AGREEMENT NO. 58-6629-3-215	TYPE OF ACTION NEW
		PERIOD OF AGREEMENT Final Signature to 30-Sep-07	
		FEDERAL OBLIGATION N/A	CHANGE IN FEDERAL OBLIGATION N/A
AGENCY (Name and Address) USDA, ARS, SAA Extramural Agreements Division P. O. Box 5677 Athens, Georgia 30604-5677		CRIS NO. N/A	AUTHORITY 7 USC 3318 (b)
		OBLIGATION DISTRIBUTION Accounting Code N/A	Amount N/A
ARS AUTHORIZED DEPARTMENTAL OFFICER'S DESIGNATED REPRESENTATIVE (Name and Address) Paul Pratt USDA, ARS, Invasive Plant Research 3205 College Avenue Fort Lauderdale, FL 33314		COOPERATOR (Name and Address) Lee County Parks and Recreation 3410 Palm Beach Blvd Fort Myers, FL 33916	
ARS FINANCE OFFICE (Complete Mailing Address) USDA, ARS, SAA Budget and Fiscal Office P. O. Box 5677 Athens, Georgia 30604-5677		COOPERATOR'S Designated Representative (Name and Address) Anik Smith Lee County Parks and Recreation 3410 Palm Beach Blvd Fort Myers, FL 33916	

APPLICABLE PROVISIONS AND REGULATIONS

This Agreement includes the following:

- Statement of Work; or
- Project Summary; or
- Proposal; and
- Budget (Form ARS-454/455)
- USDA Civil Rights Poster (Form AD-475A); and

Provisions:

- General (Form REE-452)
- General (Form REE-22)
- Special (Form REE-453)

Regulations:

- 7 CFR 3015.205 (by reference)
- 7 CFR 3016 (by reference)
- 7 CFR 3019 (by reference)
- 7 CFR 3015.175 (b), Copyrights (by reference)
- 37 CFR Part 401.14, Patents and Inventions (by reference)

Other (Specify):

- AD-1047 - Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions
- AD-1048 - Certification Regarding Debarment, Suspension and other Responsibility Matters - Lower Tier Covered Transactions
- AD-1049 - Certification Regarding Drug-Free Workplace Requirements - Non-Individuals
- AD-1050 - Certification Regarding Drug-Free Workplace Requirements - Individuals
- SF-LLL - Certification/Disclosure Requirements Related to Lobbying
- ADODR Instructions
- Organization Certification (Page 2)

Payment:

- HHS/Payment Management System
- Treasury Check/EFT
- Advance Payment Authorized
- Pre-Award Costs Authorized (See Below)

Reporting Requirements:

Submit:

- Performance Reports
 - Quarterly
 - Semi-annual
 - Annual
 - Final
- Financial Reports
 - Quarterly
 - Semi-annual
 - Annual
 - Final

Report of Inventions and Subcontracts via iEdison Web Interface at <http://www.iedison.gov>

To:

- ADODR
- Sponsoring Organization

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

AUTHORIZED DEPARTMENTAL OFFICER	TYPED NAME DEBERA CAMPBELL	DATE
FOR THE PERFORMING ORGANIZATION (Signature of persons authorized to incur contractual obligations)		
SIGNATURE	TYPED NAME AND TITLE	DATE
SIGNATURE	TYPED NAME AND TITLE	DATE

PERFORMING ORGANIZATION TYPE:
(Check one box only)

SUB OBJECT CODE
(Agency Use Only)

- Cooperative Extension Service CO
- Female Owned FO
- Other Federal Research FR
- 1890 Land-Grant College HB
- Individual IN
- 1862 Land-Grant College LG
- Minority Owned MO
- Other OT
- Private Non-Profit PN
- Private for Profit PP
- Private University or College PR
- Public University or College PU
- State Agricultural Research Station SA
- Small Business SB
- State or Local Government SL
- Veterinary School or College VE

TAX IDENTIFICATION NUMBER (TIN) _____ **(REQUIRED)**

OR:

EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000-702

OR:

SOCIAL SECURITY NUMBER (SSN) _____ **(INDIVIDUALS ONLY)**

ORGANIZATIONAL E-MAIL ADDRESS _____ **(OPTIONAL)**

INTRODUCTION & BACKGROUND:

Melaleuca quinquenervia (common name melaleuca) is a myrtaceous tree of Australian origin that has become a noxious weed in Florida, outcompeting native plants and rangeland grasses on approximately 200,000 ha of agricultural, riparian and wetland systems. Melaleuca infestations degrade south Florida's native wildlife habitat, grazing lands and vital waterways. Nearly \$25 million has been spent over the past decade in managing melaleuca infestations, and the weed continues to proliferate, particularly on private lands. An integration of all available control techniques will be required for effective, long-term melaleuca management on an areawide basis. Currently, mechanical and chemical controls are most widely used. Both methods are more cost efficient on larger treatment areas, are problematic in environmentally sensitive areas, and require follow-up treatments to manage subsequent seedlings and vegetative re-growth. The insect biological control agents *Oxyops vitiosa* and *Boreioglycaspis melaleucae* have been shown to suppress small seedlings and significantly damage vegetative re-growth, but their integration with these other approaches has not been demonstrated to public and private land managers.

The Areawide Management Evaluation of Melaleuca (TAME Melaleuca) is a multi-agency effort recently established under ARS's Areawide Pest Management Initiative to demonstrate, evaluate and promote practical, integrated melaleuca management strategies with an emphasis on biological control. Essential to the project's success is establishment of multiple research and demonstration sites in varied habitats in south Florida where public and private landowners are highly motivated to manage melaleuca. The site named in this nonfunded cooperative agreement is one such site.

OBJECTIVE:

The objective of this cooperative research project is to demonstrate and evaluate management tactics for *Melaleuca quinquenervia* (melaleuca) in south Florida.

APPROACH:

A demonstration and research site on a tract of land owned by Lee County Parks and Recreation (hereafter referred to as the Cooperator) will be established. A melaleuca management plan specific to this site will be developed and implemented. The plan will integrate available control techniques, including mechanical, herbicidal and biological controls. The effects of these management strategies on melaleuca and other vegetation at the site will be monitored and assessed. Field tours and demonstrations will be conducted on the site to show land managers and other members of the public firsthand the costs and benefits of the weed management strategies used.

STATEMENT OF MUTUAL INTEREST:

Through its research programs, ARS has developed integrated management strategies for melaleuca and is looking for locations to demonstrate them. Cooperator has land infested with melaleuca and is interested in melaleuca management strategies. This Agreement is therefore of mutual interest of ARS and Cooperator.

COOPERATOR AGREES TO:

1. Make available as a demonstration and research site the tract of land legally described as Twnshp 43/Rng 24/Sec 1-3 and 11-14.
2. Permit ARS personnel access into and out of the aforementioned tract during normal business hours throughout the term of this Agreement for the purpose of maintaining demonstration and research plots and acquiring relevant research data.
3. Allow ARS personnel to gather such data as plant, insect and soil samples from the aforementioned tract; allow the introduction and monitoring of biological control agents on noxious weeds, including the building or construction of enclosures and/or cages; and allow physical delineation of demonstration and research plots and posting of informational signs in order to facilitate public viewing of the plots.
4. Allow contracted vegetation management company access to aforementioned tract in order to implement melaleuca treatment plan, including one-time initial treatment and any follow-up treatments as dictated in the treatment plan.
5. Allow ARS to conduct field days or other sponsored events, which would include groups of land managers and land owners interested in melaleuca management, on the aforementioned tract, to provide an opportunity for event participants to view the demonstration and research plots.

ARS AGREES TO:

1. Fund and implement a melaleuca treatment plan approved by Cooperator on the aforementioned site by way of a contracted, professional, insured, vegetation management service. When all research and demonstration activities for this site are completed, ARS will oversee treatment of remaining melaleuca throughout the designated demonstration site by a contracted, professional, insured, vegetation management service.
2. Where releases of biological control agents have been agreed upon as part of a management plan, ARS will provide and distribute the agents. Biological control agents outside the demonstration and research site become the property of the Cooperator. Biological control agents within the designated demonstration and research site remain

the property of the ARS until the termination of this Agreement, at which time the agents become property of Cooperator.

3. Arrange with Cooperator a predictable schedule for visits by biological assessment teams and consult with Cooperator on the planning of ARS conducted field days and other sponsored events.
4. Complete and submit a report of the results of the research and experimental work each year by ARS Authorized Departmental Officer's Representative, listed on Form REE-451; one copy to be furnished to Cooperator and one copy to ARS. A final report will be submitted within 90 days of project completion.

MUTUAL AGREEMENTS:

1. The details of the cooperative work shall be planned and executed jointly by Cooperator and ARS. Outlines covering working plans and methods of procedure shall be prepared jointly subject to revision by joint action as work progress requires. Copies of these plans, as required, will be filed with Cooperator and ARS.
2. Federal Tort Claims Act procedures are available for use, by non-Federal employee participants in ARS conducted field days and other sponsored events, to recover financial or other losses suffered as a result of participation in the event and when it can be demonstrated that the loss resulted from a negligent act by a Federal employee acting within the scope of his/her employment
3. Patents and Inventions
 - a. "Subject Inventions" shall mean any invention conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protectable under Title 35 of the United States Code, under Section 2321 of Title 7 of the United States Code, et seq., or under the patent laws of a foreign country.
 - b. Each party shall promptly make written disclosure to each other of each Subject Invention, said information shall be treated in confidence by the receiving party until such time as a patent is applied for by the other party (see Appendix L).
 - c. Each party shall provide, when requested by the other, all information in its possession pertaining to a subject invention which may be necessary or useful in the preparation, filing, and prosecution of patent applications covering the Subject Invention.

- d. Publication and/or oral disclosure of Subject Inventions shall be delayed in order to preserve the United States and/or foreign patent rights, PROVIDED said patent protection shall be promptly and diligently sought.
 - e. All rights, title, and interest in any Subject Invention made solely by employee(s) of ARS shall be owned by ARS.
 - f. All rights, title, and interest in any Subject Invention made solely by at least one (1) employee of ARS and at least one (1) employee of the Cooperator shall be jointly owned by ARS and the Cooperator.
 - g. All rights, title, and interest in any Subject Invention made solely by employees of the Cooperator shall be owned by the Cooperator, PROVIDED ARS is granted a royalty-free, nonexclusive, worldwide, irrevocable license to practice the Subject Invention for the U.S. Government, e.g., research purposes.
4. Either party shall be free to furnish such equipment as may be needed. Equipment provided by the Federal Government shall remain the property of the Federal Government, subject to its removal or other disposition at any time. Equipment provided by the Cooperator shall remain the property of the Cooperator, subject to its removal or other disposition at any time.
 5. This Agreement is to define in general terms the basis on which the parties concerned will cooperate and does not constitute a basis for financial obligations or expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made in conformity with the plans outlined in this Agreement must be according to Department and ARS rules and regulations and, in each instance based upon appropriate fiscal documents, such as lease, contract, purchase order, letter of authorization, etc.
 6. The responsibilities assumed by the cooperating parties are contingent upon funds being available from which the expenditures may be legally made.
 7. Cooperator will maintain appropriate kinds of insurance coverage to ensure that their employees and property are protected if damaged, injured, or killed, as appropriate. If the Cooperator elects to not obtain insurance coverage for its employees that use ARS equipment, facilities, supplies, and materials, then the Cooperator grants ARS immunity from all claims arising from the Cooperator's use of such equipment, facilities, supplies and materials.
 8. To only the extent as permitted by Florida Law, in particular §768.28, F.S., the County shall hold ARS harmless from and against any and all liability, actions, claims and damages arising after the commencement of the term of this Agreement which may be

imposed upon or asserted against ARS by reason of the claim of any person for damage(s) to persons or property occurring as the direct result of the County's negligent acts or omissions as outlined in this Agreement. Notwithstanding the above, the County shall not be liable to in any manner, nor be required to hold ARS harmless, for any of ARS's own negligent acts or omissions.

9. This Agreement may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted to the other party for consideration not less than 3 months prior to the desired effective date of the termination.
10. Copies of all correspondence and documentation concerning this Agreement shall be sent by the originating party to the Authorized Departmental Officer.

USDA, ARS, SAA
Grants and Agreements Section
Attn: Debera Campbell
P. O. Box 5677
Athens, Georgia 30604-5677