PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____, 2015 by and between the Oswego County Soil and Water Conservation FLLOWPA on behalf of the Finger Lakes – Lake Ontario Watershed Protection Alliance, (hereinafter FLLOWPA), with its offices at 3105 NYS Route 3, Fulton, New York 13069 and Tompkins County Soil and Water Conservation District, 170 Bostwick Road, Ithaca, NY 14850 (hereinafter CONTRACTOR).

WHEREAS, the Oswego County Soil and Water Conservation FLLOWPA has agreed to act on behalf of the Finger Lakes-Lake Ontario Watershed Protection Alliance (FLLOWPA), to enter into a contract with the CONTRACTOR for professional services provided for the Southern Lake Ontario - Finger Lakes Region – *Hydrilla verticillata* Rapid Response and Control Project, (hereinafter PROJECT), for the transfer of federal funds awarded to FLLOWPA for Aquatic Nuisance Species (ANS) Management Plan Implementation – Great Lakes Restoration Initiative – New York FY14 (Agreement Number F15AP00737);

NOW, THEREFORE, in consideration of the promises, convenants, and agreements contained herein, the parties agree as follows:

1. The CONTRACTOR agrees to perform the services under the direction of the District Manager or an equally qualified individual serving as principal contact for the PROJECT and will be responsible for executing the activities as specified in the attached in Schedule A.

2. The total fee for services rendered by the CONTRACTOR for the PROJECT shall not exceed $250,000.00. The CONTRACTOR also agrees to provide appropriate documentation for a non-federal match of $80,000.00.

3. The period of this Agreement is from July 22, 2015 through September 30, 2017. Pre-award expenses incurred 60 days prior to the effective date of this agreement and necessary to comply with the proposed project schedule/period of performance are allowable only to the extent that they are included in the approved SF424, scope of work and project budget.

4. The CONTRACTOR will be reimbursed for all approved project expenses by FLLOWPA, upon receipt of federal funds. Standard Form 270, Request for Advance or Reimbursement, must be submitted to FLLOWPA (Attention: Kristy LaManche) when requesting advance or reimbursement payment. The SF-270 shall be accompanied by an interim progress report from the CONTRACTOR detailing the following minimum information in support of all costs invoiced: The period of performance for the costs claimed, current and cumulative expenditures by cost categories approved in the budget, supporting data for unusual expenditures, a comparison of actual accomplishments with the goals and objectives of the award as detailed in Schedule A; a description of the reasons why established goals were not met, if appropriate; and any other pertinent information relevant to the project results.

5. Interim Performance and Financial Reports shall be submitted in writing to FLLOWPA (Attention: Kristy LaManche), no later than September 1, 2016 and September 1, 2017. A Final

Performance Report shall be submitted in writing to FLLOWPA (Attention: Kristy LaManche), using the template provided, no later than December 1, 2017.

Report	Report Period	Due Date
Annual financial and performance reports	July 22, 2015 – June 30, 2016	September 1, 2016
Annual financial and performance reports	July 1, 2016 – June 30, 2017	September 1, 2017
Final financial and performance reports	July 22, 2015 – September 30, 2017	December 1, 2017

6. FLLOWPA will perform a desk audit at the end of each calendar year. Year end desk audit materials must be submitted to FLLOWPA no later than February 1 of the following year. A final desk audit will also be conducted prior to releasing the last payment to the CONTRACTOR. The CONTRACTOR must provide FLLOWPA with sufficient documentation to verify that each expense incurred by the CONTRACTOR related to the PROJECT is within the specified budget including, but not limited to, invoices, vendor receipts, payroll information, cancelled checks and/or bank statements and mileage logs. FLLOWPA reserves the right to request additional payment documentation and/or refuse payment if the CONTRACTOR fails to provide adequate proof of incurred expenses.

7. In accordance with Non-Indigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701), indirect costs under this Federal program are limited to 5% of the overall award.

8. If funding under this award used to produce basic scientific reports summarizing water chestnut and Hydrilla control efforts, the CONTRACTOR must send (1) one copy of the final published report to:

A.) National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 Please include a cover letter that identifies your organization and states "This publication is intended for deposit in the NTIS. This publication was produced under US Fish and Wildlife Services Award Number F15AP00737"; and the

B.) US Department of the Interior, Natural Resource Library, Division of Information and Library Services – Gifts and Exchanges Section, 1849 C Street NW, Washington, D.C. 20240

This copy can be a paper copy or saved to a compact disc. Send all publications by FedEx, UPS or DHL – not regular US Postal Service! Include a cover letter that identifies your organization and states "This publication is intended for deposit in the Natural Resource Library. This report was produced under US Fish and Wildlife Service Award Number F15AP00737".

9. The CONTRACTOR shall indemnify and hold harmless FLLOWPA, its officers, representatives, agents, and employees for any actual or alleged injury to persons or damage to property arising out of any act or omission of the CONTRACTOR.

10. The CONTRACTOR shall maintain the following minimum limits of insurance or as required by law, whichever is greater:

A.) Workers' Compensation and New York Disability – Statutory Coverage Employer's Liability

B.) Commercial General Liability including contractual, independent CONTRACTORS – Occurrence Form required.

- Each Occurrence	$1,000,000
- General Aggregate	$2,000,000
- Fire Damage Legal	$ 50,000
- Medical Expense	$ 5,000

FLLOWPA and its officers, employees, agents, and elected officials are to be included as Additional Insured

A.) Business Auto Coverage

- Liability for Owned, Hired	$1,000,000 CSL or
And Non-Owned Autos	$ 500,000 Per Person BI
	$1,000,000 Per Accident BI
	$ 250,000 PD Split Limits

FLLOWPA and its officers, employees, and agents are to be included as additional insureds

CONTRACTOR agrees to maintain excess limit policies to cover the amounts indicated in items 4 A, B, C and will provide FLLOWPA with appropriate certificates as evidence of such coverage. All Certificates shall contain a thirty (30) day notice of cancellation or non-renewal to FLLOWPA. Certificates of Insurance shall be on file ten (10) working days prior to the commencement of work.

11. The CONTRACTOR shall not enter into any sub-contracts with any third party for the performance of any work or services to be performed by this agency under this agreement without the permission of FLLOWPA.

12. Attached to and made part of this Agreement are Schedule A, Project Description, and Schedule B, Project Budget and Schedule C, Progress Report Template.

13. This Agreement may be terminated by either party upon one (1) month of prior notice.

OSWEGO COUNTY SOIL AND WATER CONSERVATION DISTRICT (on behalf of FLLOWPA)

_____ DATED: _____

TITLE: _____

TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT

_____ DATED: _____

TITLE: _____

SCHEDULE A – PROJECT DESCRIPTION

Overview:

The highly invasive aquatic plant, *Hydrilla verticillata*, known commonly as 'hydrilla' or 'water thyme' was discovered in the Cayuga Inlet August 2011. Follow-up surveys located several areas of the Inlet with extensive populations of hydrilla. In the summer of 2013, hydrilla was also found in Fall Creek and three isolated patches in the southeast corner of Cayuga Lake.

The Cayuga Inlet infestation was the first detection of hydrilla in upstate New York's waters and the risk of it spreading throughout Cayuga Lake, other regional waterbodies, the Finger Lakes, the NYS Canal system and the Great Lakes is substantial. Fragments of the plant, which are easily caught and transported by boats and boat trailers/equipment, can sprout roots and establish new populations. Fragments are also capable of being dispersed via wind and water currents.

Following the discovery of hydrilla, rapid response actions were taken to eradicate hydrilla from the Inlet. Several management options and alternatives were considered, but only herbicide treatments were proven to be effective in the Cayuga Inlet setting. During fall 2011, contact herbicides were applied providing immediate knockdown of biomass to impede turion and tuber production. During 2012 and 2013, both contact and systemic herbicides were applied to provide longer term control through reduction in biomass and prevention of tuber and turion production. Physical removal (D.A.S.H) proved ineffective when attempted in the fall of 2011.

Recreational users of Cayuga Lake, Cayuga Inlet, and connected tributaries are urged to employ clean boating practices to prevent the further spread of hydrilla and other aquatic invasive species. This includes; removal of any plants, mud or debris from boats or equipment before and after contact with water; draining of any water from boats before leaving a launch area, and; cleaning and drying anything that came in contact with water including boats, trailers, gear, clothing, etc.

In addition to the encouraged clean boating practices noted above, local legislation was created in Tompkins County to further assist in preventing the spread of invasive species. This local law makes it unlawful for any person to launch or exit a body of water with any plant/animal parts attached to their boat, trailer, equipment, etc. It is also unlawful to enter or transport within the County, any watercraft without first removing any plant/animal parts from boats, trailers, equipment, etc. Several other localities have implemented local invasive species transport laws as well. In January 2014, NYS DEC proposed statewide invasive species regulations for all NYS DEC boat launch/access points. Again, making it unlawful for boaters to launch/take out at these sites without first cleaning their boats and all equipment of plant/animal materials. Invasive species transport regulations on a ***statewide level*** will be crucial in preventing the spread of invasive species on a broad scale.

Background:

Native to Asia, hydrilla was first introduced to the US in the 1950s when the contents of an aquarium were dumped into a waterway in Florida. It has since spread throughout much of the

eastern US (from Florida to Maine) and into a number of western states. It is found worldwide on every continent except Antarctica.

Hydrilla grows aggressively (up to an inch per day) and creates a thick mat of vegetation when it reaches the water's surface. Hydrilla quickly shades out other aquatic plants, displacing native species like pondweeds and wild celery. It does well in a wide variety of freshwater habitats including canals, springs, streams, ponds, lakes, rivers, and reservoirs. Hydrilla can survive a range of environmental conditions, including high and low nutrients, acidic to alkaline waters, and high to low light conditions.

Hydrilla is a perennial plant that overwinters in northern climates by producing a storage structure, called a tuber, from roots and stems buried in the sediments. These tubers have the capability of remaining viable in the sediment for 3 or more years, and re-sprout in the spring when conditions warm. In addition to floating fragments, the transport of tubers with sediments (e.g., dredging spoils) is another means by which hydrilla can spread to new water bodies.

Hydrilla has long slender stems that can grow underwater to lengths of up to 30 feet. Its identifying characteristics are four to eight small, pointed leaves arranged in circular whorls along the length of the stem. The edges of the leaves are lined with sharp teeth. Hydrilla is often confused with native water weeds, particularly *Elodea canadensis* whose leaves typically occur in whorls of three and appear smooth-edged. It also resembles the invasive Brazilian waterweed (*Egeria densa*), which is found downstate in New York and has finely serrated leaves (3/4 - 1.5 inches) in whorls of 3 to 6.

Hydrilla can set seed, but primarily reproduces vegetatively via floating pieces that set roots, through buds produced along the stems (called turions), or overwintering tubers. If left unchecked, hydrilla can spread rapidly into neighboring waters; clogging waterways, interfering with boating, fishing, and swimming, and costing millions of dollars to control and manage on an annual basis. The environmental, economic, recreational, and aesthetic impacts of a full-blown hydrilla infestation will have dire consequences on both a local and statewide level if it is allowed to grow unchecked.

Actions:

During the 2015 field season, we plan to continue sampling, monitoring, and implementing eradication and control efforts for *Hydrilla verticillata* in the Cayuga Inlet (and adjacent tributaries), Fall Creek, and Cayuga Lake in the City of Ithaca, Tompkins County, NY. We will continue to respond rapidly to new infestations of hydrilla within the Inlet, lake, and adjacent tributaries. The Cayuga Inlet Hydrilla Management Project will be supervised by Hydrilla Task Force of the Cayuga Lake Watershed and its stakeholders (including staff at the Tomkins County Soil and Water Conservation District).

1. **Plant Community and Hydrilla Tuber Monitoring** - While initial aquatic plant and tuber monitoring during the 2011, 2012, and 2013 field seasons resulted in the delineation of the Cayuga Inlet hydrilla infestation and appropriate treatment areas, additional monitoring is needed to determine the effectiveness of past management, and to detect outlier populations that may have been missed or new populations that have

recently become established in adjacent tributaries or Cayuga lake proper. Standardized monitoring protocols will be used, as agreed to by the Department of Environmental Conservation and Local Task Force members and stakeholders. Known marinas, boat launch sites and docks will be incorporated into the sampling plan.

2. **Herbicide Application and Water Quality Monitoring**- The application of appropriate contact (Endothall) and systemic (Fluridone) herbicides to manage and eradicate hydrilla from known locations will follow existing best management practices, permitting, and pre- and post- treatment water quality monitoring procedures as outlined by the Department of Environmental Conservation, national expert, and Local Task Force members and stakeholders. Rapid response actions to control newly discovered infestations of hydrilla within the Cayuga Inlet, adjacent tributaries, Fall Creek, and Cayuga Lake will be a priority.

Timeline:	**Activity**
Jan.-May 2015	Determine strategy (review proposals, hold management subgroup meeting, hold meeting with external peer reviewers, hire contractors, apply for permits, pre-treatment monitoring/sampling)
May-November 2015	Implementation of eradication efforts
December 2015	Draft report
February 2016	Submission of final report

Funding:

Federal	$ 250,000
Non-Federal	$ 80,000

SCHEDULE B – PROJECT BUDGET

Budget:

Actions	FWS Share FY2014	Non-Federal Match* FY2014	Total
Personnel/ Salaries (permit preparation and public notification, meetings, post-treatment water quality monitoring)	15,000	39,000	54,000
Fringe Benefits			
Contract Costs (herbicide application, pre/post treatment plant monitoring)	232,000	40,000	272,000
Other Costs	3,000	1,000	4,000
Total Direct Charges	250,000		330,000
Total Charges	250,000	80,000	330,000

SCHEDULE C – PROGRESS REPORT TEMPLATE

GLRI PROGRESS REPORT NARRATIVE

Recipient Name: Oswego County Soil and Water Conservation District

Assistance Agreement Number: F14AP00482

Report Type: Interim or Final

Period Covered:

Project Narrative: The following accomplishments have been made during this reporting period.

1. Comparison of actual accomplishments with the goals and objectives of the award as detailed in the project description

2. Reasons why anticipated outcomes were exceeded or not met

3. If applicable, problems encountered during the performance period, which may interfere with meeting program/project objectives.

4. List proposed remedies if problem(s) exist(s) as indicated in item 3.

5. Information on the rate of expenditure versus progress on project.

6. Any additional pertinent information relevant to the project results.