#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

***********			
Meeting Date: Department	May 15, 2007	(X) Consent ( ) Workshop	( ) Regular ( ) Public Hearing
Submitted B Submitted F	•	ntal Resources Managemental Resources Manageme	
	<u>I. EXEC</u>	CUTIVE BRIEF	
A) approve an Integrated to a for Palm Beach Courto the Northwest Fort	a regional water resource only natural areas and im the k of the Loxahatchee Ri	Martin County to reing study that includes evan approving the timing and cover at a reimbursement co	nburse Martin County for aluating restoration options quantity of water deliveries ost not to exceed \$50,000.
		other forms associated wi	
Jupiter Farms that is various restoration to site is needed. Hydr case, the presence of discovery of existing	s part of the watershed echniques might affect the cologic models are come an ongoing study in the g connections between	for the Loxahatchee Right he way rainfall accumular monly used for this type basins immediately north	cres of natural area west of ver. An evaluation of how tes and discharges from the c of evaluation and, in this h of the natural area and the natural area to the study an vide (SF)
hydrologic model of agency team incorp Commission, the Flo Water Resources ar comment on progres	Florida Water Managem three sub-basins within orating representatives orida Department of Envirod the Palm Beach Co is of this project. Follow	n the Loxahatchee River from the Florida Fish a vironmental Protection, the punty Department of En	elopment of a hydrolic and watershed, forming a five and Wildlife Conservation he Martin County Office of a vironmental Resources to at of the model, Phase 2 of manager.
<b>Continued on Page</b>	3.		
Attachments: 1. Interlocal Ag	reement	·	
Recommended by:	Department Director	whely	4/16/07 Date
Approved by:	County Administrate	Dr .	Date

#### II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: 2009 2010 2011 2007 2008 **Fiscal Years Capital Expenditures Operating Costs** \$50,000 **External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT** \$50,000 # ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget? Yes Fund 1226 Department 380 Unit E205 **Budget Account No.:** Program \_\_ Recommended Sources of Funds/Summary of Fiscal Impact: Natural Area Stewardship Funds C. **Department Fiscal Review: III. REVIEW COMMENTS** OFMB Fiscal and /or Contract Dev. and Control Comments: A. Jones 4/24/07 В. Legal Sufficiency: This Contract complies with our contract review requirements. At the time of C. Other Department Review:

**Department Director** 

#### **Background and Justification continued**

The initial objective of Phase 2 was to find a way to address flooding experienced in parts of Martin County and reduce the amount of sediment washed into the Loxahatchee River during scouring flood events without causing negative impacts to valuable wetland systems within the 32,000-acre area generally referred to as the Pal-Mar. The utility of having a model calibrated to historic data is that it becomes a tool for simulating alternative water management actions such as changing the operation of drainage canals or utilizing an underground seepage barrier to improve water retention in a natural area adjacent a drainage canal. As additional public lands for conservation have been acquired and the Comprehensive Everglades Restoration Plan (CERP) in the Northern Palm Beach and Martin County areas has evolved, the opportunity to improve the quantity and timing of water flows to the Northwest Fork of the Loxahatchee River by managing natural systems in the contributing basins has increased. The increased opportunity led to the study objectives including an assessment of major regional hydrological restoration.

The County's Pine Glades Natural Area (formerly referred to as Pal-Mar, Pal-Mar East, and Indian Lakes within the Environmentally Sensitive Lands and the Conservation Lands acquisition programs) was initially believed to be outside the hydrologic boundary of the study area. However, historically, it had drained through natural surface and ground water flows in a generally eastward and northward direction toward the Loxahatchee Slough and thence to the Northwest Fork of the Loxahatchee River. The eastward flow of surface waters toward the Loxahatchee Slough was interrupted by the establishment of South Indian River Water Control District (SIRWCD) in the early 1920s and subsequent development of a system of drainage canals to lower the prevailing water table and facilitate development. During the course of the study, it was discovered that there are still hydrological connections between the natural area and the study area just north.

While the sheer size of the undeveloped natural area contributed to the persistence of high quality native communities supporting many listed species of plants and animals, the combination of limited surface routes for natural outflows during the wet season, exacerbated drawdown by adjacent canals during the dry season, and a number of direct on-site activities such as farming and construction of a borrow pit on the Indian Lakes portion of Pine Glades have negatively impacted some of the natural vegetative communities, particularly in the easternmost half-mile adjacent the boundary of SIRWCD. The County is pursuing restoration of the site in accordance with an Environmental Resource Permit issued by South Florida Water Management District. This restoration is a requirement of the permits issued for the Minto Communities, Inc. development south of Pond Cypress Natural Area. The County agreed to use of its property for mitigation credits and to pursue an Environmental Resource Permit as part of a real property exchange agreement with Minto Communities, Inc. (R2004-2412). Minto Communities, Inc. has contributed 3.2 million dollars to this mitigation effort (R2005-2274).

The existing connection between Pine Glades Natural Area and the initial study area affords an opportunity not only to evaluate the potential impact of restoration actions on the site itself, but for the restoration to be planned in a manner that contributes to restoration of the Northwest Fork of the Loxahatchee River.

The cost estimated for this addition is \$32,000.00. Evaluation of additional water management alternatives may increase the cost, but those costs are not expected to exceed \$50,000.

# INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND MARTIN COUNTY FOR

## INCLUSION OF PINE GLADE NATURAL AREA IN THE CYPRESS CREEK, LOXAHATCHEE RIVER AND THE GROVES BASIN STUDY

This Interlocal Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between Martin County, a political subdivision of the State of Florida and Palm Beach County, a political subdivision of the State of Florida, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and collectively referred to hereinafter as the "Parties".

#### WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes (2006), the Parties are empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, the Parties have a mutual interest in implementing projects contained in the Comprehensive Everglades Restoration Plan (hereinafter "CERP"); and

WHEREAS, improving the quantity and timing of water flows to the Northwest Fork of the Loxahatchee River to increase beneficial base flows and reduce harmful high flows is one purpose of the North Palm Beach County- Part 1 project of CERP approved by Congress in the Water Resources Development Act of 2000; and

WHEREAS, five agencies including the Florida Fish and Wildlife Conservation Commission, the Florida Department of Environmental Protection, the South Florida Water Management District, Martin County and Palm Beach County formed a team ("Study Team") to initiate a water resource study ("Study") of that portion of the Loxahatchee River watershed comprised of the Cypress Creek, Pal-Mar and Groves basins ("Study Area") in order to develop a set of models representing the hydrologic and hydraulic processes currently occurring in these basins, to assess historic hydroperiods in the Study Area, to assess flooding and scouring in the canals, and to assess the long-term basin-scale water budget and water quality in the Study Area; and

WHEREAS, the Parties believe that the models developed in the Study can be used to evaluate basin specific CERP components; and

WHEREAS, South Florida Water Management District, a public corporation of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, entered into a contract with Tomasello Consulting Engineers, Inc. ("Contractor") on October 1, 2001, for the purpose of conducting Phase 1 of the Study (Project Bid #PS-178); and

WHEREAS, upon completion of Phase 1 of the Study, Martin County entered into a contract with Tomasello Consulting Engineers ("Contractor") on July 29, 2004, for the purpose of conducting Phase 2 of the Study; and

WHEREAS, during the course of the Study, Palm Beach County acquired approximately 6,408 acres of natural area lands in the C-18 basin lying immediately adjacent to the Study Area; and

WHEREAS, the Parties recognize that the C-18 basin lands acquired by Palm Beach County historically had and continue to have hydrologic connections to the basins in the Study Area such that expansion of the area of the Study to include the aforementioned County lands is beneficial to the CERP purposes and an efficient use of resources; and

WHEREAS, including Palm Beach County's newly acquired 6,408± acres of natural area lands into the Study will provide a mechanism for evaluating the effects of various restoration strategies to be employed on said County owned lands within the Loxahatchee River watershed and for evaluating the effects of such restoration strategies on improving the quantity and timing of water flows to the Northwest Fork of the Loxahatchee River; and

WHEREAS, the Parties wish to expand the scope of the Study to include the 6,408± acres of County acquired natural area lands, with Martin County to serve as the project manager; and

WHEREAS, Martin County certifies that its Contractor was selected in a manner consistent with the requirements of the Consultants' Competitive Negotiations Act.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the Parties hereby agree as follows:

- 1. Recitals. The above recitals are true and correct and incorporated herein.
- **2.** Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism whereby Palm Beach County can pay its fair share contribution for expansion of the Study currently underway to incorporate 6,408± acres of County owned lands lying within the C-18 basin west of South Indian River Water Control District and north of S. R. 710 into the Study, in order to provide a mechanism for evaluating the effects of various restoration strategies to be employed on said County owned lands within the Loxahatchee River watershed and to evaluate the effectiveness of such restoration strategies in improving the quantity and timing of water flows to the Northwest Fork of the Loxahatchee River. This Agreement sets forth each Party's obligations with regard to project management and cost-sharing as necessary to accomplish the tasks enumerated in the attached Scope of Work (**Exhibit A**).
- 3. <u>Effective Date</u>. The Effective Date of this Agreement shall be the date the fully executed Agreement is filed with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes (2006). Palm Beach County shall provide Martin County with a fully executed original of the Agreement within ten (10) days of the Effective Date.
- **4.** This Agreement shall continue in full force and effect for a period of two (2) years from the Effective Date, unless otherwise terminated as provided herein.
- **Representatives.** The Parties each hereby designate a Representative who will be responsible for the overall coordination and oversight relating to the performance of this Agreement. The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective Representatives. The Representatives for each Party are identified below. Each Party shall provide immediate notice of the substitution of its Representative:

#### Palm Beach County:

Name:

Richard E. Walesky, Director

Address:

Palm Beach County Board of County Commissioners Department of Environmental Resources Management

2300 North Jog Road, 4<sup>th</sup> Floor West Palm Beach, FL 33411

Phone:

(561) 233-2400

#### **Martin County:**

Name:

Paul Millar, Water Resource Manager

Address:

Martin County Board of County Commissioners

Office of Water Quality 2401 SE Monterey Road

Stuart, FL 34996

Phone:

(772) 463-3263

#### 6. Responsibilities and Duties of Martin County.

- 6.1 Martin County shall amend its current contract with the Contractor to include the Scope of Work attached to this Agreement as **Exhibit A**, thereby expanding the scope of the study.
- 6.2 Martin County shall be the project manager for Phase II of the Study as provided in this Agreement.
- 6.3 Martin County shall pay the Contractor directly for all work performed in accordance with this Agreement and shall submit invoices to Palm Beach County for reimbursement of such costs.
- 6.4 Martin County shall invoice Palm Beach County for all tasks successfully completed by the Contractor as enumerated in **Exhibit A**, and shall include with the invoice all deliverables and work products developed pursuant to the Scope of Work.
- 6.5 Martin County shall submit all invoices for final payment under the terms of this Agreement no later than ninety (90) days after completion of Scope of Work Tasks 1 6, as provided in **Exhibit A**.
- 6.6 Martin County shall include Palm Beach County in all notices of meetings of the Study Team.
- 6.7 Martin shall provide Palm Beach County with a copy of all correspondence with the Contractor or regarding alternatives for managing water in the overall Study Area as well as the area encompassed in Phase II of the Study.
- 6.8 Martin County shall provide Palm Beach County with the opportunity to suggest and approve the alternative performance measures used in the Alternative Evaluation Matrix prior to use by the Contractor pursuant to the Scope of Work (**Exhibit A**).

## 7. Responsibilities and Duties of Palm Beach County.

- 7.1 Palm Beach County will provide to both Martin County and the Contractor any requested information in its possession regarding parcel boundaries and data regarding the elevation, soils, water levels or other natural features of the area to be included in the Project. Such information shall be provided via electronic media or paper format and updated as new information becomes available to Palm Beach County through its normal course of data collection as part of its natural areas management program.
- 7.2 Palm Beach County agrees to grant Martin County and the Contractor access to the County-owned natural area lands that are a part of the Study, for the purpose of data collection in furtherance of this Agreement.
- 7.3 Palm Beach County will participate in meetings of the Study Team and endeavor to provide constructive comments on intermediate work products.
- 7.4 Palm Beach County agrees to reimburse Martin County for the successful completion of work performed under this Agreement, as enumerated in **Exhibit A**.

completion of work performed under this Agreement, as enumerated in Exhibit A.

8. <u>Independent Contractor.</u> No person employed by any Party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other Party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.

#### 9. Payments.

- 9.1 Palm Beach County hereby agrees that the Palm Beach County cost pursuant to Martin County's contract is estimated to be \$32,000, but in no event shall it exceed \$50,000.
- 9.2 Palm Beach County acknowledges and agrees that it will promptly reimburse Martin County for all costs associated with the completion of the work enumerated in **Exhibit A**, Scope of Work.
- 9.3 Martin County shall promptly review any and all invoices submitted by the Contractor in connection with the above-described Palm Beach County work and either approve or disapprove the same. If the invoices are approved, Martin County shall promptly send such approved invoices to Palm Beach County's Representative designated in Paragraph 5 above. The invoice(s) shall be itemized in sufficient detail for audit, shall be supported by copies of the corresponding Contractor's invoices, and shall include reference to this Agreement. Palm Beach County shall remit to Martin County no later than thirty (30) calendar days after receipt of the Martin County approved invoice, funds in amount equal to such invoice. Upon receipt of Palm Beach County's funds, Martin County shall thereupon promptly pay the invoice.
- 9.4 If Palm Beach County does not agree with Martin County's invoice approval, Palm Beach County agrees to notify Martin County in writing of its disagreement with such invoice. The parties agree to comply with the dispute resolution procedure outlined in Paragraph 11 herein. Pending completion of the dispute resolution, Palm Beach County agrees to submit funds for such disputed invoice to Martin County in accordance with Paragraph 9.3 above. Upon resolution of the invoice dispute, Palm Beach County shall be reimbursed for any funds paid to Martin County in excess of the final decision in such dispute.
- 9.5 Any change orders requested by Palm Beach County to the portions of the Contract's scope of work dealing with the Palm Beach County scope of work shall be made in writing to Martin County and shall include Palm Beach County's written agreement to pay all costs associated with such change order. Palm Beach County agrees to be responsible for the cost of any such change order. The parties agree that all change orders shall be submitted by Martin County to the Contractor. Martin County shall promptly review such change order, and if Martin County approves the change order, Martin County shall submit such change order to the Contractor. If Martin County does not approve a Palm Beach County requested change order, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 11 herein.
- 9.6 All payments made to Martin County shall be by check made payable to the Martin County Board of County Commissioners and shall be clearly marked to identify the Project and reference this Agreement. Payments shall be mailed to the Office of Water Quality, Attn: Paul Millar, 2401 SE Monterey Road, Stuart, FL 34996-3397.
- 10. **Funding Contingency**. Completion of the Study under this Agreement is contingent upon each of the Parties approving and securing, as applicable, its funding obligation hereunder. Notwithstanding this contingency, each Party shall diligently pursue the approval and procurement of its funding obligation.
- 11. <u>Disputes.</u> Disputes under this Agreement may be resolved by Martin County's Authorized Representative and Palm Beach County's Authorized Representatives, as specified in Paragraph 5. If such Authorized Representatives are unable to reach a resolution, the Parties may select a mediator mutually acceptable to both Parties to conduct a mediation of the issues involved and make a recommendation to both Parties. The Parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each Party.

#### 12. <u>Default and Termination</u>

manner, a Party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The Party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting Party fails to correct the deficiency within this time and unless otherwise agreed by the Parties, this Agreement shall terminate at the expiration of the thirty (30) day time period.

- 12.2 Either Palm County or Martin County may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to the other Party.
- 12.3 Upon Palm Beach County's termination for default or convenience, Palm Beach County acknowledges and agrees to pay for all work performed up to the date of termination.
- 12.4 All access rights granted under this Agreement shall also terminate upon termination of this Agreement.
- 12.5 The Agreement shall automatically terminate upon receipt of Palm Beach County's final payment to Martin County.
- 13. Notice All formal notices between the Parties shall be deemed received if sent by certified mail, return receipt requested, to the Party's Representative identified above in Section 5. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any Party change its address, written notice of such new address shall promptly be sent to the other Party

**Palm Beach County:** 

Palm Beach County Attorney's Office 301 North Olive Avenue – 6<sup>th</sup> floor West Palm Beach, FL 33401

**Martin County:** 

Paul Millar, Water Resource Manager

Martin County Board of County Commissioners

Office of Water Quality 2401 SE Monterey Road

Stuart, FL 34996

- **14.** Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and Martin County.
- 15. <u>Liability.</u> Each Party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, Palm Beach County shall indemnify, defend and hold harmless Martin County against any actions, claims, or damages arising out of Palm Beach County's negligence in connection with this Agreement, and Martin County shall indemnify, defend and hold harmless Palm Beach County against any actions, claims or damages arising out of Martin County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for such other Party's negligent, willful or intentional acts or omissions.

#### 16. <u>Insurance</u>.

- 16.1 Without waiving the right to sovereign immunity as provided by Section, 768.28, Florida Statues, the Parties acknowledge to be insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event Martin County maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section, 768.28, Florida Statues, Martin County shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Parties agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either Party shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the other Party agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve either Party of its liability and obligations under the Agreement or any amendments thereto.
- 16.2 Upon the effective date of this Agreement and for the duration of the Agreement, Martin County shall require every contractor and subcontractor that performs work under this

Agreement to name Palm Beach County as an "additional insured" on all insurance policies applicable to the work to be performed pursuant to this Agreement. Any contract awarded for work under this Agreement shall include a provision whereby the contractor or subcontractor agrees to defend, indemnify, and pay on behalf, save and hold Palm Beach County harmless from all damages arising in connection with said contract.

- 17. **Records**. The Parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. The Parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement and upon reasonable notice as to time and place. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice as to time and place. In the event that the Parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the Parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Parties.
- **18.** <u>Amendments.</u> This Agreement may only be amended by written Agreement executed by the Parties hereto with the same formality used to execute this Agreement.
- 19. <u>Severability.</u> In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
- **20.** <u>Waiver or Breach.</u> It is hereby agreed to by the Parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
- **21.** <u>Enforcement Costs.</u> Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties. This provision pertains only to the Parties to the Agreement.
- **Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- **23.** Captions. The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
- **Construction**. No Party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one Party as opposed to the other Party based upon who drafted it.
- **25.** Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
- **26.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
- **27.** Entirety of Agreement. This Agreement represents the entire understanding between the Parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, each of the Parties or its duly authorized representatives has caused this Agreement to be signed in its name by its chair and its seal to be affixed hereto, attested to by its Clerk, on the date and year first above written.

ATTEST: Sharon Bock, Clerk & Compt	PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS	
By: Deputy Clerk	By:Addie L. Greene, Chairperson	
	Date:, 2007	
APPROVED AS TO TERMS AND CONDITIONS:	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
By: Kula J S. Wally Department Director	By:Assistant County Attorney	
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA	
Marsha Ewing, Clerk	By:	
Transitu Dwillg, Clork	Michael DeTerlizzi, Chairman  APPROVED AS TO FORM AND  CORRECTNESS:	
	Stephen Fry, County Attorney	

## **EXHIBIT A**

## **SCOPE OF WORK**

Task 1 -	Expand spatial realm of S2DMM model, with the advice and consent of the County, to incorporate the area south of Indiantown Road, west of the South Indian River Water Control District (SIRWCD) known as Pine Glades Natural Area (See hatched and cross-hatched areas on Map 1)	
Task 2 -	Modify Alternative Evaluation Matrix, with the advice and consent of the County, to allow the application of performance measures to the Pal-Mar Evaluation polygon within the above cited expanded model (PM-7, PM-8, and PM-9)	
Task 3 -	Recalibrate and Validate the model to include the expanded model. Perform short-term and long-term simulations for the alternatives listed in Task 2.	
	<ul> <li>Hydrologic monitoring data provided by Palm Beach County Department of Environmental Resources Management will be compared to the model simulation for the calibrated/validation.</li> </ul>	
	Perform the necessary simulations for the alternative analysis.	
Task 4 -	Prepare and submit a Preliminary Alternative Evaluation Report (additional work related to Pine Glades)	
Task 5 -	Hydrologic Monitoring - no additional monitoring proposed	
Task 6 -	Prepare and submit a Final Report (which will include but is not limited to additional test/graphics to describe expanded calibration/validation and model applications for alternatives evaluations related to Pine Glades)	

#### Fees

Task 1	\$10,800			
	Professional Engineer Engineer GIS Technician	15 hours @ \$120/hour 60 hours @ \$90/hour 60 hours @ \$60/hour	= \$1,800.00 = \$5,400.00	
Task 2		oo nours & 400/nour	= \$3,600.00	
1 ask 2	<b>\$960.00</b> Professional Engineer  GIS Technician	4 hours @ \$120/hour 8 hours @ \$60/hour	= \$480.00 = \$480.00	
Task 3	\$10,200			
	Professional Engineer Engineer GIS Technician	20 hours @ \$120/hour 60 hours @ \$90/hour 40 hours @ \$60/hour	= \$2,400.00 = \$5,400.00 = \$2,400.00	
Task 4	\$5,520.00	·	, -,	
	Professional Engineer Engineer GIS Technician	16 hours @ \$120/hour 24 hours @ \$90/hour 24 hours @ \$60/hour	= \$1,920.00 = \$2,160.00 = \$1,400.00	
Task 5	no additional monitoring is proposed			
Task 6	\$4,520.00 Professional Engineer Engineer GIS Technician	8 hours @ \$120/hour 24 hours @ \$90/hour 24 hours @ \$60/hour	= \$960.00 = \$2,160.00 = \$1,400.00	

