

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	December 18, 2007	Consent <input checked="" type="checkbox"/> [X]	Regular <input type="checkbox"/> []
		Public Hearing <input type="checkbox"/> []	

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF


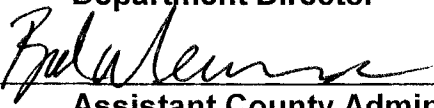
Motion and title: Staff recommends motion to approve: 2007-2008 South Florida Water Management District (SFWMD) Alternate Water Supply Funding Program Agreement No. 4600001192 for construction of the Aberdeen and Greystone Reclaimed Water Transmission Mains in the amount of \$ 649,400.

Summary: On September 13, 2007, the SFWMD Governing Board authorized \$649,400 in Alternative Water Supply cost-sharing funds to be applied to construction of the Aberdeen and Greystone Reclaimed Water Transmission Mains project. Under this Agreement, the County will complete construction of reclaimed water mains by August 1, 2008. SFWMD will provide the County with a \$649,400 grant to fund forty percent (40%) of these construction costs. These critical project components will enable the communities of Aberdeen, Ponte Vecchio, Greystone and Palm Isles West to eliminate their dependence on water from the regional system for irrigation water supply. (WUD Project No. 06-183) District 5 (MJ)

Background and justification: The Palm Beach County Water Utilities Department is dedicated to promoting economically and technically feasible technologies for water conservation. One component of this effort is landscape irrigation utilizing reclaimed water from the Southern region Water Reclamation Facility. This project will allow the Department to expand its reclaimed water distribution system to additional users. On September 13, 2007, the SFWMD Governing Board approved \$649,400 in Alternative Water Supply Funds to the County for construction of these project components including reclaimed water pipelines.

Attachments:

- 1. Two (2) Original Grant Agreement No. 4600001192
- 2. Location Map

Recommended By:		11/28/07
	Department Director	Date
Approved By:		12/13/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$649,400.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$649,400.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit 4211 Rev Source 3703

Is Item Included in Current Budget? Yes ☒ No ☐

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Water Utilities Department will receive \$649,400 in funding revenue from the SFWMD under this agreement for FY 08.

C. Department Fiscal Review: Silvia M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Elizabeth Prosen 12/10/07
OFMB
12/10/07
12/10/07 CN 11/29/11

Ann J. Fawcett 12/10/07
Contract Development and Control
12/10/07
This Contract complies with our contract review requirements.

B. Legal Sufficiency:

WOW 12/13/07
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



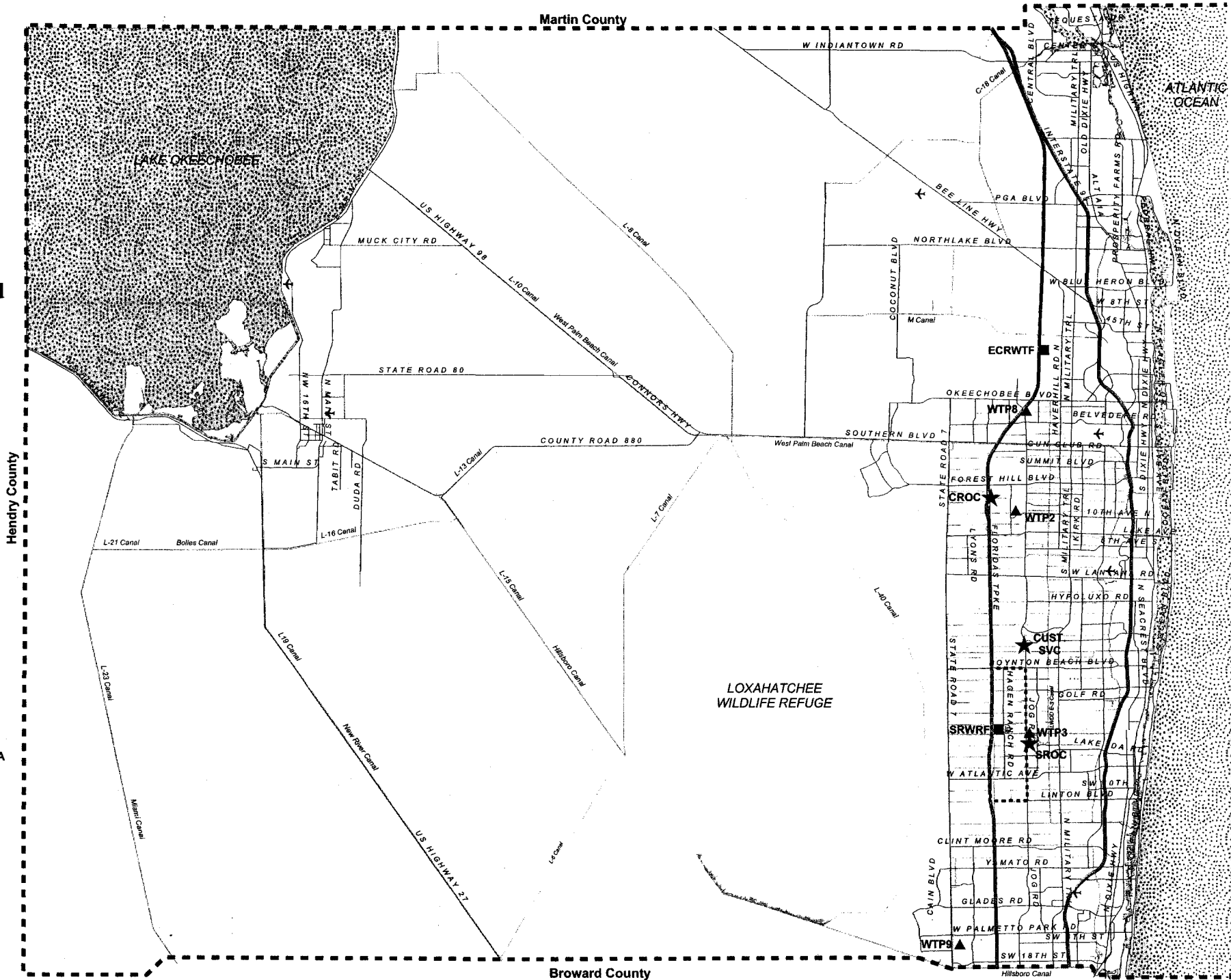
Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

Attachment 1

- Legend
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - COUNTY LIMITS
 - Administration
 - Water Reclamation Plant
 - Water Treatment Plant
 - Wetlands



NOT TO SCALE





**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
2007 – 2008 ALTERNATIVE WATER SUPPLY
FUNDING PROGRAM**

Recipient: Palm Beach County Utilities	Agreement Number: 4600001192
Recipient's Project Manager: Brian Shields	Governing Board Approval Date: September 13, 2007
Address: 8100 Forest Hill Blvd. West Palm Beach, FL 33416	District Funding Amount: \$649,400.00
Telephone No: (561) 493-6081	Contract Term: October 1, 2007- September 30, 2008
Fax No: (561) 493-6085	
SFWMD Project Manager: Jianchang Cai	
Telephone No.: (561) 682-6690	
E-mail Address: jcai@sfwmd.gov	
Fax No. (561) 682-5242	
Contract Specialist: Betty Thayer	
Telephone No.: (561) 682-6011	
Fax No.: (561) 682-5117	
Address: 3301 Gun Club Road West Palm Beach, FL 33406	
Insurance: Not Applicable	
Federal Employer Identification Number: 59-6000785	
Project Title: FY2008 AWS – Project # LEC-29	
Description: Palm Beach County 2008 Reclaimed Water Main Program	

This **Agreement** is entered into between "the Parties," the South Florida Water Management District, the "**District**", and the undersigned party, hereinafter referred to as the "**Recipient**." The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the "Statement of Work," attached hereto as Exhibit "A", hereinafter referred to as the "Project", and made a part of this **Agreement**.
- 1.2 As part of the deliverables to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever form reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 Attached to this **Agreement** are the following exhibits which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Payment and Deliverable Schedule
Exhibit C	Reporting Form
Exhibit D	Federal/State Funding Resources

ARTICLE 2 – TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall be the dates noted on the first page of this **Agreement**.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 – COMPENSATION / CONSIDERATION

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on page one of this **Agreement**. Such amount is not to exceed the specified amount and therefore, no additional consideration shall be authorized. The **Recipient** shall provide at least sixty percent (60%) of the Project's construction cost, unless a different amount is authorized pursuant to s. 373.1961(3)(e), Florida Statutes. The District will make funding payments only to reimburse for work completed between October 1, 2007 and August 29, 2008.

- 3.2 The **Recipient** assumes sole responsibility for all work which is performed pursuant to Exhibit "A". By providing funding hereunder, the **District** does not make any warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Exhibit "A".
- 3.3 The **Recipient** hereby agrees not to use **District** funding for any work associated with the research, design and permitting aspects of the Project. **District** funds shall only be used for the construction activities described in Exhibit "A".
- 3.4 The **Recipient** agrees to reimburse the **District** funds provided through this **Agreement** for facilities (i.e. test/production wells, etc.) that do not become an operational component of the overall alternative water supply facility within the timeframe established in the proposal. Notwithstanding anything in this **Agreement** to the contrary, this paragraph shall remain in full force and effect for ten (10) years from the date of contract execution.
- 3.5 Notwithstanding any provisions of this Agreement to contrary, the **District** reserves the right, without financial or other penalty or obligation, to (1) cancel this contract and/or (2) reduce the amount of funding to be provided by the **District** pursuant to this Agreement in the event that the **District** does not receive all or any part of the \$18,000,000 state appropriation for alternative water supply from the State of Florida as provided in the State's 2008 fiscal year budget (SB 2800/Ch. 2007-72, Laws of Florida). The **Recipient** shall indemnify and hold the **District**, its officers, directors board members, agents assigns and employees, from liability, claims, damages, losses or costs should the **District** cancel this **Agreement** or reduce the funding amounts in this contract pursuant to this paragraph.

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the final deliverable(s) as described in the "Payment and Deliverable Schedule", attached hereto as Exhibit "B". On or before August 29, 2008, the **Recipient** shall provide a completed Project Summary Final Report, attached hereto as Exhibit "C". Concurrent with delivery of the final deliverable(s), the **Recipient** shall provide certification that all construction has been completed in accordance with Exhibit "A" of this **Agreement**.
- 4.2 The **Recipient's** invoice(s) shall reference the District's Agreement Number and shall be sent to the following address:

South Florida Water Management District
ATTN: Accounts Payable
PO Box 24682
West Palm Beach, FL 33416-4682

The **Recipient** shall not submit an invoice to any other address at the **District**. In order to expedite the invoice review and approval process, the **Recipient** also shall submit an

electronic copy of each invoice to the **Project Manager**. The **Recipient** invoices shall contain the backup documentation necessary (e.g., contractor invoices) for the **Project Manager** to be able to ascertain clearly that each final deliverable in the invoice has been substantially complete.

- 4.3. Upon completion of the Project, any data that was generated during the performance of the Project shall be submitted to the **District** upon request.

New Well Construction Projects: For projects involving construction of new wells, the **Recipient** shall:

1. Submit design of well construction and testing programs to the **District** for review and comment prior to implementation. The **Recipient** shall integrate the **District's** comments into the final testing plan where feasible.
2. Submit all pertinent well information collected during well construction and testing (i.e., depths, cuttings descriptions, geophysical logs, aquifer test data, etc.), as available. Submissions shall be provided electronically as specified by the **District**.
3. If the final location of the well(s) varies from the original location specified in the Consumptive Use or other permit or permit applications, the **Recipient** shall provide the **Project Manager** with written proof that the appropriate permitting agency contact is aware of and agrees with the changes.

The data shall be archived in the **District's** permanent database and available to the public. Please contact Emily Richardson (561) 682-6824, Emily.Richardson@sfwmd.gov, for instructions on submitting data.

- 4.4 The **Recipient** shall provide to the **District** regular project update/status reports by December 1, 2007, February 1, 2008; April 1, 2008; and June 1, 2008. Reports shall provide detail on the progress of the Project and outline any potential issues affecting Project completion or overall schedule. Status reports may be submitted in any form agreed to by **District** project manager and the **Recipient**, and may include emails, memos, and letters.
- 4.5 In accordance with Section 373.0361 (7) (b) of the Florida Statutes, the **Recipient** shall provide an annual status update to the **District** detailing the progress of the Project.

ARTICLE 5 – CONTRACT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices, demands or other communications regarding this **Agreement**, other than those set forth in paragraph 4.2 above, shall be in writing and forwarded to the attention of both

the Project Manager and the Contract Specialist noted on the first page of this **Agreement** by certified mail, return receipt requested.

- 5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's** Agreement Number.

ARTICLE 6 – TERMINATION / REMEDIES

- 6.1 It is the policy of the **District** to encourage good business practices by requiring recipients to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with Chapter 40E-7, Part II of the Florida Administrative Code, "Material Breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the District's Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. The District's Governing Board will consider the factors detailed in Chapter 40E-7, Part II of the Florida Administrative Code in making a determination as to whether a **Recipient** should be suspended, and if so, for what period of time. Should the **District** terminate for default in accordance with this provision, the **District** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery of a Notice of Termination to the **Recipient**, specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.

- 6.3 In the event a dispute arises, which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 6.4 Notwithstanding anything in this **Agreement** to the contrary, the **District** reserves the right to terminate this **Agreement** immediately without notice in the event any of the representations contained in the **Recipient's** project proposal are found to be false or if the **Recipient** fails to complete the construction and performance of all work items described in Exhibit A, Statement of Work.

ARTICLE 7 – RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:
- A. Maintenance of Records. The **Recipient** shall maintain 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. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
 - B. Examination of Records. The **District** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
 - C. Extended Availability of Records for Legal Disputes. In the event the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to this **Agreement** until the final disposition of the legal dispute. All such records shall be made readily available to the **District**.
 - D. Periodic Audits. The **District** shall perform audits periodically to ensure funding objectives are being met.
- 7.2 Whenever the **District's** contribution includes state or federal appropriated funds, the **Recipient** shall, in addition to the inspection and audit rights set forth in Article 7.1 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

- A. Maintenance of Records: The **District** shall provide the necessary information to the **Recipient** as set forth in Exhibit "D."
- B. The **Recipient** shall maintain all financial/non-financial records through:
- (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
 - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
 - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year
- C. Examination of Records: The **District** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **Recipient's** financial and non-financial records to the extent necessary to monitor the **Recipient's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

ARTICLE 8 – STANDARDS OF COMPLIANCE

- 8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.
- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119 of the Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.

- 8.4 Pursuant to Section 216.347 of the Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch or another state agency.
- 8.5 The **Recipient** has obtained, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. The **Recipient** agrees to comply with the terms and conditions of all permits.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 8.7 Pursuant to Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the District's Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this Project.
- 8.8 A **Recipient** who operates a public water supply utility shall, by June 1, 2008 adopt a rate structure that will promote the conservation of water and promote the use of water from alternative water supplies and shall provide the **District** with a copy of such adopted rate structure on or before August 29, 2008.
- 8.9 **Recipient** of funds for a reuse project shall provide a status report by August 29, 2008 addressing the following issues: (1) accounting of reclaimed water usage and method used (meters, etc.); (2) all rates and charges for reclaimed water; (3) the status of implementing public education programs to inform the public about water issues, water conservation and the importance and proper use of reclaimed water; and (4) providing the **District** with the location of each reuse facility owned by the **Recipient**.
- 8.10 This paragraph shall remain in full force and effect for twenty (20) years from the date of contract execution. After construction is completed on the Project, the **Recipient** shall continuously operate the Project as described in the Project proposal and consistent with the applicable water use permit(s). In the event the Project is not operated in accordance with these requirements, the **District** may cease funding for this Project and any future Projects proposed by the **Recipient**. All other provisions of this contract shall terminate on September 30, 2008.
- 8.11 **Recipient** shall implement a public education program to inform the public about the environmental and other public benefits of the Alternative Water Supply project and shall provide the **District** with a copy of such public education program on or before August 29, 2008.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

- 9.1 For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save, and hold the **District**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the **District** in the event the **District** is named in any legal action.

The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **Agreement**. This paragraph shall survive the expiration or termination of this **Agreement**.

ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 10.2 The **Recipient** shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.
- 10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third party beneficiary or otherwise.

ARTICLE 11 – GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the Statement of Work, Exhibit "A" of this

Agreement specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.

- 11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in Articles 1-11
 - (b) Exhibit "A" Statement of Work
 - (c) All other exhibits, attachments and documents specifically incorporated herein by reference
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This **Agreement** may be amended only with the written approval of the Parties.
- 11.6 This **Agreement** states that all publicity/public awareness media shall be jointly planned by the **Recipient** and the **District** and any and all materials, events, or endorsements arising out of this award shall require prior **District** approval.
- 11.7 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall insure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 11.8 This **Agreement** is subject to and governed by the provisions applicable to it contained in sections 373.0831 and 373.1961, Florida Statutes (2004), as amended by Chapter No. 2005-291 (SB 444, Laws of Florida).

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: _____
Frank Hayden, Procurement Director

Date: _____

SFWMD Procurement Approved:

By: Betty Thayer DML Date: 11/15/07

SFWMD Office of Counsel Approved:

By: _____ Date: _____

Entity's Legal Name: Palm Beach County, Board of County Commissioner

By Authorized Official: _____

Printed Name: Addie L. Greene

Title: Chairperson

Date: _____

BAF 11/21/07

Exhibit "A"
Statement of Work

**Reclaimed Water Main Program: Aberdeen and GL Homes Turnpike Crossing
Palm Beach County Utilities**

A. Introduction/Background

The Palm Beach County Water Utilities Department (PBCWUD) is promoting economically and technically feasible technologies for water conservation and supply. One component of this effort is landscape irrigation utilizing reclaimed water. PBCWUD's reclaimed water program is designed to offset impacts to the Regional System because it replaces sources of water that would otherwise be withdrawn for irrigation uses. PBCWUD's existing and proposed reclaimed water users have direct frontage along existing Lake Worth Drainage District (LWDD) canals. PBCWUD's reclaimed water system directly offsets the additional water leakage from LWDD canals by providing an alternative water resource for irrigation. PBCWUD has embarked upon an annual Reclaimed Water Program to continue to expand its reclaimed water system for new customers. The 2008 program will enable PBCWUD to serve the Aberdeen, Ponte Vecchio, and Palm Isles communities from the Southern Region Water Reclamation Facility.

B. Objectives

The objective of PBCWUD's 2008 Reclaimed Water Program is to expand the existing reclaimed water piping network so that those communities can utilize reclaimed water for irrigation needs. These communities will be able to stop using water from surface water system and the Surficial Aquifer for irrigation in lieu of reclaimed water. An estimated 3.62 mgd of water will be made available to the Regional System upon completion of PBCWUD's 2008 Reclaimed Water Program.

C. Scope of Work

PBCWUD's Aberdeen Reclaimed Water Main project consists of approximately 1.6 miles of reclaimed water main along Hagen Ranch Road and 0.4 miles of reclaimed water main along Boynton Beach Boulevard east of Hagen Ranch Road. The work will be assigned to one of two existing pipeline continuing construction contractors under PBCWUD Continuing Construction Contract 06-144. Construction is scheduled to commence mid-July, 2007. The project will deliver 1.5 MGD per day.

GL Homes Reclaimed Water Main: The project consists of the 0.14 mile long Turnpike crossing north of Woolbright Road that will provide reclaimed water from the existing reclaimed water main along Hagen Ranch Road to the GL Homes development east of Canyon Lakes. The initial flow will be 1.0 MGD per day.

D. Work Breakdown Structure

The work breakdown structure associated with this project is described below. Note that if the project is completed prior to the due date of a Status Report (Tasks 1-4), then the Status Report shall be replaced by the Final Report and subsequent Status Reports shall not be required.

Task 1 – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Delivery Date: December 1, 2007

Task 2 - Status Report: Recipient shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Delivery Date: February 1, 2008

Task 3 - Status Report: Recipient shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Delivery Date: April 1, 2008

Task 4 - Status Report: Recipient shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Delivery Date: June 1, 2008

Task 5 – Recipient shall install 1.6 miles of approximately 12” and 16” reclaimed water main along Hagen Ranch Rd. and 0.4 miles along Boynton Bch Blvd. east of Hagen Ranch Rd.

Delivery Date: August 29, 2008

Task 6 – Recipient shall install 0.14 miles of approximately 16” reclaimed water main along Turnpike crossing north of Woolbright Rd. to the GL homes development east of Canyon Lakes.

Delivery Date: August 29, 2008

Task 7 – Final Report: Recipient shall submit to the project manager a Final Project Report summarizing all work performed during the course of the project.

Delivery Date: August 29, 2008

EXHIBIT "B" **SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

- The schedule set forth below is based on a one (1) year agreement from October 1, 2007 to September 30, 2008.
- Total payment by the **District** to Palm Beach County Utilities shall not exceed the amount of \$649,400. Payment shall be made following receipt and acceptance by the **District** of project deliverables in accordance with the schedule set forth below. The **Recipient** hereby agrees to provide the **District** all deliverables, data, and information described in the Statement of Work.
- Invoices for completed deliverables shall be submitted to the **District** for payment by August 29, 2008. However, the **Recipient** is encouraged to arrange for deliverable inspection and invoice as soon as a deliverable has been completed.
- Reporting requirements are also part of this exhibit. The **Recipient** shall provide regular project update/status reports by December 1, 2007; February 1, 2008; April 1, 2008; and June 1, 2008. Reports will provide detail on the progress of the project and outline any potential issues affecting project completion or overall schedule. Status reports may be submitted in any form agreed to by the **District** Project Manager and the **Recipient**, and could include emails, memos, and letters.
- If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task No.	Deliverable(s)	Invoice Date*	Report Due Date	District Not-To-Exceed Payment **
1	Status Report	N/A	December 1, 2007	N/A
2	Status Report	N/A	February 1, 2008	N/A
3	Status Report	N/A	April 1, 2008	N/A
4	Status Report	N/A	June 1, 2008	N/A
5	Aberdeen- Installation of 1.6 miles of approximately 12" and 16" reclaimed water main along Hagen Ranch Rd. and 0.4 miles along Boynton Bch Blvd. east of Hagen Ranch Rd.	August 29, 2008	N/A	\$556,630
6	Turnpike Crossing – Installation of 0.14 miles of approximately 16" reclaimed water main along Turnpike crossing north of Woolbright Rd. to the GL homes development east of Canyon Lakes.	August 29, 2008	N/A	\$92,770
7	Final Project Report	N/A	August 29, 2008	N/A
TOTAL DISTRICT PAYMENT				\$649,400
Total Construction Cost This Phase				\$1,750,000

* The deadline for the final invoice submittal is August 29, 2008. However, this invoice could be submitted before August 29, 2008

** Final payment is based on the total estimated construction cost this phase. An actual cost less than the estimated cost may result in a reduced final payment.

If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the SFWMD specified format. An electronic copy of the SFWMD specified format is available via email. Contact the appropriate SFWMD Project Manager to request one.

EXHIBIT "C"
REPORTING FORM

Project Summary Final Report – FY 2008

Project Name

Project Manager

SFWMD Contract Number

Project Owner

Describe Project constructed: _____

Type of Alternative Water Supply	Quantity of Water Made Available (MGD) Upon Completion of This Phase		Construction Duration	
	Proposed	Actual	Start	Finish

Cost for this Phase (Phase refers to the current FY work)		
	Proposed (this FY)	Actual (this FY)
Total Construction Cost – This Phase	\$	\$
Funding for this Phase		
District funding this phase	\$	\$
Local funds	\$	\$
Other funding source		
From:	\$	\$
TOTAL		

Attach map and photo(s) of project on CD, if available. The District will make funding payments only to reimburse for work completed between October 1, 2007 and August 29, 2008.

To the best of my knowledge, the above information is correct

Chief Financial Officer

Project Manager

EXHIBIT D

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
Federal Program Number	Federal Agency	State Fiscal Year	Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
		2008	37.066	Water Protection & Sustainability Program	\$324,700.00	several

Total Award					\$324,700.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.