

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **October 20, 2009**

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** South Florida Water Management District (SFWMD) Cooperative Funding Agreement No. 4600001897 for a \$37,119.92 grant for the Water Savings Incentive Program; **B) authorize** the County Administrator or his designee to execute any future time extensions, task assignments, certifications and other forms associated with this Agreement, and necessary minor amendments that do not change the scope of work or terms and conditions of the Agreement; **C) authorize** the Director of the Parks and Recreation Department to serve as Liaison Agent with SFWMD for this project; and **D) approve** Budget Amendment of \$37,120 within the General Fund to establish budget for the approved grant.

Summary: The SFWMD has developed a cost-sharing program to assist public entities with innovative technology-based water conservation projects that reduce water use. This grant funding will be used to reduce water consumption on athletic fields and other large irrigated areas at South County Regional Park. The estimated cost of irrigation system improvements at South County Regional Park is \$74,240. The SFWMD Agreement will provide fifty percent of the project cost. The County's fifty percent match will be funded from the current Parks Maintenance operating budget. Upon full execution of the Agreement, the Budget Amendment of \$37,120 will be completed administratively to establish the necessary revenue and expenditure budget line items. District 5 (AH)

Background and Justification: South County Regional Park is approximately 850 acres and located in Boca Raton. The target area of this grant is approximately 130 acres which supports 13 athletic fields, a waterpark, nature center, amphitheater and additional common areas. Benefits of this conservation project are anticipated to be immediate through an estimated 51% reduction of water consumption at South County Regional Park. Long term, the surrounding wetland habitats, including the Loxahatchee Wildlife Refuge, will greatly benefit from the water savings achieved through this project.

Funding for this project will allow for the replacement of the current manual irrigation clocks with eleven Sentinel Field Satellites and three Sentinel Satellite Pump Monitors. In doing so, this park will also be capable of communicating with the highly successful Sentinel Control System software located at John Prince Regional Park. The system automatically responds to pipeline breaks, malfunctioning valves and missing heads, preventing water waste.

Attachments:

1. Cooperative Funding Agreement
2. Budget Amendment

Recommended by: 
Department Director

9/30/09
Date

Approved by: 
Assistant County Administrator

10/8/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>74,240</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(37,120)</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>37,120</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund 0001 Department 580 Unit 5224
 Object 4611/Revenue Source 3719 Program N/A

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

FUND: General Fund
 UNIT: Countywide Improvements

Rep/Renov-Parks+Recreation 0001-580-5224-4611 \$74,240

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 10/6/09
 OFMB
 10/6/09 10/6/09 10/6/09 10/6/09

[Signature] 10/6/09
 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgant 10/6/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 580
BGEX 580

FUND 0001 - GENERAL FUND

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/18/09	REMAINING BALANCE
REVENUES								
0001-580-5224-3719	Grnt Fr Ot Loc Govt-Genl Govt	0	0	37,120	0	37,120		37,120
TOTAL RECEIPTS & BALANCES		999,824,019	999,824,019	37,120	0	999,861,139		
APPROPRIATIONS								
0001-580-5224-4611	Rep/Renov-Parks+Recreation	1,150,089	1,150,089	37,120	0	1,187,209		1,187,209
TOTAL APPROPRIATIONS & EXPENDITURES		999,824,019	999,824,019	37,120	0	999,861,139		

Signatures

Date

By Board of County Commissioners

At Meeting of

October 20, 2009

Deputy Clerk to the Court

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION



9-22-09

Administration/Budget Department Approval

OFMB Department - Posted



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FY 2010 WATER SAVINGS INCENTIVE PROGRAM
COOPERATIVE FUNDING AGREEMENT**

ORIGINAL

<p>Recipient: Palm Beach County Board of County Commissioners</p> <p>Recipient's Project Manager: Gregg Irwin, Parks & Recreation Department</p> <p>Address: 2700 6th Avenue South Lake Worth FL 33461</p> <p>Telephone: (561) 966-6657</p> <p>Fax: (561) 963-6734</p> <p>Email: girwin@pbcgov.org</p>	<p>Agreement Number: 4600001897</p> <p>Governing Board Approval Date: August 13, 2009</p> <p>District Funding Amount: \$37,119.92</p> <p>Contract Term: October 1, 2009 – September 30, 2011*</p> <p>*All deliverables are due within the first year of the agreement with the exception of the Project Performance Tracking Report which is due September 30, 2011.</p>
<p>SFWMD Project Manager: Robert Wanvestraut</p> <p>Telephone: (561) 682-2054</p> <p>Fax: (561) 681-6264</p> <p>Email: rwanvest@sfwmd.gov</p> <p>SFWMD Contract Specialist: Sharman Rose</p> <p>Telephone: (561) 682-2167 Fax: (561) 682-5624 Email: rosesharman@yahoo.com</p> <p>Address: P.O. Box 24680 3301 Gun Club Road West Palm Beach, FL 33416-4680</p>	
<p>Insurance: Not Applicable</p>	
<p>Federal Employer Identification Number: 59-6000-785</p>	
<p>Project Title: Irrigation System Improvement Program</p> <p>Description: To reduce water consumption on athletic fields and other large irrigated areas utilizing a computerized irrigation system at South County Regional Park.</p>	



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FY 2010 WATER SAVINGS INCENTIVE PROGRAM
COOPERATIVE FUNDING AGREEMENT**

This **Agreement** is entered into between “the Parties,” the South Florida Water Management **District** (SFWMD), the “**District**”, and the undersigned Applicant, 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 install 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 services 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	Summary Schedule of Tasks and Deliverables
Exhibit C	Quarterly Progress Report Form
Exhibit D	Final Summary Reporting Form

ARTICLE 2 – TERM OF THE AGREEMENT

- 2.1 This **Agreement** shall commence on October 1, 2009 and shall terminate on September 30, 2011. The sole reason for the term extending for one year beyond September 30, 2010 is to allow time for the **Recipient** to complete the Project Performance Tracking Report and submit to the **District** as required for the final deliverable. All other deliverables must be completed and submitted to the **District** for acceptance in accordance with the schedule set forth in Exhibit “B.” Failure to adhere to the Exhibit “B” schedule will result in the **Recipient** not being reimbursed as described below in Article 3.1.
- 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 providing the goods and services required by this **Agreement**, the **District** will pay the **Recipient** the funding amount as specified on the first page of this **Agreement**. Such amount is a not-to-exceed amount and therefore, no additional consideration will be authorized. The **Recipient** shall provide at least fifty percent (50%) of the total actual project cost or the percentage set forth in the Schedule of Deliverables, with the exception of designated REDI communities. In the event the project scope is achieved to 100 percent (100%) completion, as outlined in the Statement of Work, and total actual project costs are below the estimated total project cost, the **Recipient** may be eligible to receive up to the full award amount, as long as the minimum 50 percent (50%) match of the actual total project cost is met by the **Recipient**. Payment will be made by the **District** for work authorized and completed between October 1, 2009 and August 31, 2010. The **District** will not reimburse the **Recipient** for work that commences prior to the start date of the **Agreement** or for work completed after August 31, 2010.
- 3.2 The **Recipient** assumes sole responsibility for all work that 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 design and permitting aspects of the Project. **District** funds will be used only for non-capital costs for the purchase and installation activities described in Exhibit "A."
- 3.4 Notwithstanding any provisions of this **Agreement** to the 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 ad valorem funding for the Water Savings Incentive Plan.

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** will make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the Summary Schedule of Tasks and Deliverables, attached hereto as Exhibit "B." The **Recipient** shall provide certification that all work 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
3301 Gun Club Road – MS 6230
West Palm Beach, FL 33406

In order to expedite the invoice review and approval process, the **Recipient** also shall submit a copy of each invoice to the Project Manager along with the backup documentation necessary (e.g., copy of **Recipient** invoice, signed completion letter, vendor invoices, documented in-kind contributions) for the Project Manager to be able to ascertain clearly that each deliverable in the invoice has been completed. The **Recipient** shall submit the final reimbursement request no later than August 31, 2010.

- 4.3 The **District** will have the right to inspect all work and review final reports before authorization of payment is made to the **Recipient**. It is the policy of the **District** that payment for all goods and services will be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes (F.S.), Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all **District** requirements as set forth in the **Agreement** for invoice submission. The time at which payment is due from the **District** will be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the **District** conditions as detailed in the **Agreement**.

Failure of the **Recipient** to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**. All payments due from the **District** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section will bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **Recipient** shall invoice the **District** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments, which cannot be resolved by the appropriate department of the **District**, will be concluded by final written decision of the **District** Leadership Team no later than sixty (60) days after the date on which the **District** received the proper invoice.

- 4.4 Upon award of the **Agreement**, the **Recipient** shall provide to the **District** a detailed schedule of the Project. The **Recipient** shall provide to the **District** quarterly progress reports summarizing a brief description of the current status of the Project, and the extent of Project completion. Upon request by the **District**, the **Recipient** shall provide as supporting documentation, all work products associated with the completion of the tasks designated in the Work Breakdown Structure and Schedule of Deliverables in the Statement of Work, Exhibit "A," attached to this **Agreement**. In no event, shall the **District's** total obligation exceed the amount specified in Exhibit "B" for this Cooperative Agreement.
- 4.5 Within one year after project completion, the **Recipient** shall provide the project's water savings data in the year since the project was completed. These data shall become part of the public record, and be used to ascertain the efficiency of the funding program.

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 will 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 the preceding paragraph 4.2, 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** will 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 will 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** will 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** will determine that such termination is in the best interest of the **District**. Any such termination will 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** will compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** will 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.

ARTICLE 7 – RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** will 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 its designated agent will 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 the **Agreement** until the final disposition of the legal dispute, and all such records shall be made readily available to the **District**.
 - D. Periodic Audits. The **District** will perform audits periodically to ensure funding objectives are being met.

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, 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, 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** shall obtain, 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**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary.
- 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 effect these assurances.

- 8.7 The Recipient hereby assures that it is not on the State's Convicted Vendor List, or the District's Suspension of Contracts List.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

- 9.1 For value received, which is hereby acknowledged, to the extent permitted by law and without waiving its right to sovereign immunity, 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, 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 will 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 will be 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 that 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/outreach media will be jointly planned by the **Recipient** and the **District** and any and all materials, events, or endorsements arising out of this award will 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.

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: *[Signature]* Date: 8/31/09

**PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS**

By Authorized Official: _____

Printed Name: John F. Koons

Title: Chairman

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
Dennis Eshleman, Director
Parks and Recreation Department

EXHIBIT "A"
STATEMENT OF WORK

Irrigation System Improvement Project
Palm Beach County Parks & Recreation Dept.

A. Introduction/Background

The Palm Beach County Parks & Recreation Department has taken a proactive approach to demonstrate leadership in water conservation efforts. In September of 2008, the Department installed the Sentinel Central Control System to manage the irrigation system in West Boynton District Park and has already seen a significant reduction in water consumption. Based on those results, the Department has decided to replace older less efficient manual irrigation clocks with a computerized irrigation management system. This project is consistent with the Palm Beach County Comprehensive Plan.

B. Objectives

The objective of this project is to reduce the amount of water used for irrigation at the South County Regional Park. It is estimated that this project will save approximately 21.44 million gallons of water per year.

C. Scope of Work

The scope of this project is to purchase and install a computerized irrigation system including eleven (11) Sentinel Field Satellites, three (3) Sentinel Satellite Pump Monitors, one (1) Vantage Pro 2 Weather Station and associated supporting hardware in the South County Regional Park. The project will affect approximately 130 acres of park area.

D. Work Breakdown Structure

The work breakdown structure associated with this project is described below. Note that if the project is complete prior to the due date of a Status Report (Tasks 1-3), then the Final Report shall replace the Status 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.

Due Date: December 31, 2009

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.

Due Date: March 31, 2010

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.

Due Date: June 30, 2010

Task 4: **Recipient** shall purchase and installation of a computerized irrigation system including eleven (11) Sentinel Field Satellites, three (3) Sentinel Satellite Pump Monitors, one (1) Vantage Pro 2 Weather Station and all supporting hardware in the South County Regional Park.

Due Date: August 31, 2010

Task 5 – Reimbursement Package & Project Summary Sheet (Exhibit D): **Recipient** shall submit to the project manager the reimbursement request package, to include but not limited to, signed certification letter that the project is complete per the contract, vendor invoices, man-hours, and any other in-kind contributions.

Due Date: August 31, 2010

Task 6 – Final Report: **Recipient** shall submit to the project manager a Final Project Report summarizing all work performed during the course of the project as well as actual water savings to date versus original estimated water savings.

Due Date: September 30, 2010

Task 7 – Assessment of Actual versus Estimated Water Savings Report: **Recipient** shall submit to the project manager a post-project performance report highlighting the project's actual water savings compared to the estimated water savings as presented in the Recipient's project proposal.

Due Date: September 29, 2011

EXHIBIT "B"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

Irrigation System Improvement Project
Palm Beach County Parks & Recreation Dept.

- A summary deliverable schedule associated with this project is set forth below.
- The **Recipient** shall submit all deliverables to the **District's** project manager. All deliverables submitted hereunder are subject to review by the **District**. The **Recipient** hereby agrees to provide the **District** all deliverables, data and information described in the Statement of Work.
- The **Recipient** shall provide quarterly progress reports summarizing a brief description of the current status of the project and the extent of project completion. Progress reports are due by December 31, 2009; March 31, 2010; and June 30, 2010. The final report is due no later than September 30, 2010. Reports will provide detail on the progress of the project and outline any potential issues affecting project completion. Progress reports shall be submitted on the Quarterly Progress Report, attached hereto as Exhibit "C".
- The **Recipient** shall provide a post-project performance report highlighting the project's actual water savings compared to the estimated water savings as presented in the project proposal. This Project Performance Tracking Report is due no later than September 29, 2011.
- Invoices shall be accompanied by proper documentation verifying completion of items invoiced. Timely payment of invoices shall be contingent upon the District's review and acceptance of all invoice(s). Final payment is subject to the final project cost. All invoices shall be submitted no later than August 31, 2010 for reimbursement. Total payment by the **District** for all work completed herein *shall not exceed* the amount of \$37,119.92. All payments are subject to **District** fiscal year appropriations. The **Recipient** shall contribute funding in the amount of \$37,119.93 or 50 percent of actual costs.
- 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 ¹	Report Due Date	District Not-To-Exceed Payment
1	Status Report	N/A	December 31, 2009	N/A
2	Status Report	N/A	March 31, 2010	N/A
3	Status Report	N/A	June 30, 2010	N/A
4	Purchase and installation of a computerized irrigation system including 11 Sentinel Field Satellites, 3 Sentinel Satellite Pump Monitors, 1 Vantage Pro 2 Weather Station and all associated supporting hardware, in the South County Regional Park	August 31, 2010	N/A	\$37,119.92
5	Reimbursement Request Package ² & Project Summary Report (Exhibit "D")	N/A	August 31, 2010	N/A
6	Final Project Report	N/A	September 30, 2010	N/A
7	Project Performance Tracking Report	N/A	September 29, 2011	N/A
Total Funding				\$37,119.92
Total Project Cost				\$74,239.85

¹ The deadline for the final invoice submittal is August 31, 2010. However, this invoice could be submitted before August 31, 2010.

² Reimbursement Package(s) shall include but not limited to, a copy of Entity invoice, signed certification letter that task(s) are complete per the contract, copies of vendor invoices, documented man-hours, and any other in-kind contributions.



EXHIBIT "C"
FY 2010
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER SAVINGS INCENTIVE PROGRAM
COOPERATIVE FUNDING
QUARTERLY PROGRESS REPORT FORM

Contract #:	Reporting Quarter: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
Project Title:	Funding Recipient:
Progress Summary:	
Tasks Completed:	Tasks Behind Schedule:
Recommended Actions:	
Submitted by: _____, Project Manager, E-Mail: _____	
Report Submittal and/or Questions: Please e-mail Robert Wanvestraut at rwanvest@sfwmd.gov	
SFWMD Staff Only:	Date Received: _____ by: _____
Project Status: <input type="checkbox"/> Commenced <input type="checkbox"/> On Schedule <input type="checkbox"/> Behind Schedule <input type="checkbox"/> Completed <input type="checkbox"/> Closed	



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
2009 – 2010 WATER SAVINGS INCENTIVE PROGRAM
FUNDING PROGRAM**

**EXHIBIT "D"
Project Summary Report – FY 2010**

Project Title _____

Entity Project Manager _____

SFWMD Contract Number _____

Entity Name (Project Owner) _____

Type of Water Savings Incentive Project	Project Start Date	Project End Date	Proposed Water Savings

Was the original project scope fulfilled? Yes No If no, provide an explanation below.

COST FOR THIS PROJECT		
	Proposal Estimate	Actual Costs
Total Project Cost	\$	\$
FUNDING BREAKDOWN FOR THIS PROJECT		
District funding	\$	\$
Local funds	\$	\$
Other funding source / in-kind services		
From:	\$	\$
TOTAL PROJECT COST		

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

Entity Project Manager

- All supporting documentation is to be included to support Actual Costs and Actual Water Savings for this project as specified in the deliverables table. Supporting documentation is to include but not limited to, copy of Entity invoice, Entity signed completion letter, copies of vendor invoices, documented man-hours, and any other in-kind services.