Agenda Item #:322

# PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

Meeting Date:	March 9, 2010	<ul><li>(X) Consent</li><li>( ) Ordinance</li></ul>	<ul><li>( ) Regular</li><li>( ) Public Hearing</li></ul>	
Department Submitted Submitted		nvironmental Resources Man nvironmental Resources Man	<del></del>	
Motion and Title	e: Staff recomme	I. EXECUTIVE BRIEF ends motion to:		

- A) approve Loxahatchee River Preservation Initiative Contract SAP No. 4600001905 with the South Florida Water Management District (District) for the Palm Beach County Cypress Creek Phase III Restoration Project, commencing upon execution in FY2010 for a period of one (1) year, in an amount not to exceed \$350,000;
- B) approve Budget Amendment of \$700,000 in the Environmental Resources Capital Fund to recognize the \$350,000 award and a \$350,000 transfer from the Natural Areas Fund as match;
- C) approve Budget Transfer of \$350,000 in the Natural Areas Fund from Reserves to Transfer to the Environmental Resources Capital Fund; and
- D) authorize the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this contract, and necessary minor amendments that do not change the scope of work or terms and conditions of this contract.

Summary: State matching funds, through the Loxahatchee River Preservation Initiative (LRPI) which are administered by the District, were requested. The LRPI contract will provide \$350,000 in funding for the Cypress Creek Phase III Restoration Project, on a reimbursement basis. The County's share of the \$700,000 total project cost is \$350,000 to be paid from the Natural Areas Fund, a non-ad valorem source. The project proposes to remove invasive exotic vegetation and resculpture shell borrow pits to improve historic hydrologic connections and the functionality of the wetlands to allow them to store more water and help attenuate storm water surges to the Loxahatchee River. It will also help reduce the threat of saltwater intrusion into the freshwater portions of the River, extend base flows to the River, and re-establish suitable habitat for listed species. District 1 (SF)

Background and Justification: The Cypress Creek Phase III Restoration Project is funded by state appropriation through the LRPI. The project will provide enhancement of both water quality, storage, and wetland habitat functions within the Cypress Creek watershed essential for wildlife habitat for fish and migratory bird species. The restoration activities will also help to improve the quality of the surface water reaching the Northwest fork of the Wild and Scenic Loxahatchee River.

# Attachments:

- 1. Contract
- 2. Budget Amendment (3654)

3. Budget Transfer (1226)

Recommended by: Approved by:

# **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

		_			
Fiscal Years Capital Expenditures Operating Costs	2010 \$700,000	2011	2012	2013	
Operating Costs					
External Revenues	(350,000)			-	
Program Income (County In-Kind Match (County)					
NET FISCAL IMPAC # ADDITIONAL FTE	Г <u>\$350,000</u>				
POSITIONS (Cumulati	ve)				
Is Item Included in Curr Budget Account No.:	rent Budget?	Yes	No	<u>X</u>	
	FundA	gency Org	Object		
	FundAge	encyOrg.	RSRC	_	
Repor	ting Category				
\$350,000.0	nded Sources of 00 South Florida 00 Natural Areas	Water Manago	ement District	(State LRPI)CSFA	. 37.039
C. Departme	nt Fiscal Review	v: N			

# **III. REVIEW COMMENTS**

A. OFMB Fiscal and /or Contract Administrator Comments:

DFMBchill Silis Contract Administrator

Silis Silis Contract Administrator

Since 2/24/10

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

**Assistant County Attorney** 

C. Other Department Review:

**Department Director** 



# ORIGINAL

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

### **AGREEMENT NO. 4600001905**

# **BETWEEN THE**

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### **AND**

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is entered into as of the	ie			by
and between the South Florida Water Man County Board of County Commissioners (CO		(DISTRICT) and	Palm	Beach
County Commissioners (Co	orta a j.			

WHEREAS, the DISTRICT is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the DISTRICT desires to provide financial assistance to the COUNTY for the Palm Beach County Cypress Creek East Restoration Project; and

WHEREAS, the COUNTY 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

WHEREAS, the Governing Board of the DISTRICT, at its October 15, 2009 meeting, approved entering into this AGREEMENT with the COUNTY;

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. The **DISTRICT** agrees to contribute funds and the **COUNTY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the project in support of the Palm Beach County Cypress Creek East Restoration Project.
- 2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of one (1) year.

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- 3. The total **DISTRICT** contribution shall not exceed the amount of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this AGREEMENT. The DISTRICT's contribution is subject to adequate documentation to support actual expenditures within the not-toexceed AGREEMENT funding limitation of \$350,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. 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. The DISTRICT will notify the COUNTY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.
- 4. The COUNTY shall submit quarterly financial reports to the DISTRICT providing a detailed accounting of all expenditures incurred hereunder throughout the term of this AGREEMENT. The COUNTY shall report and document the amount of funds expended per month during the quarterly reporting period and the AGREEMENT expenditures to date within the maximum not-to-exceed AGREEMENT funding limitation.
- 5. The **COUNTY** shall cost share in the total amount of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) in conformity with the laws and regulations governing the **COUNTY**.
- 6. All work to be performed under this AGREEMENT is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this AGREEMENT. The COUNTY shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the COUNTY but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
- 7. The COUNTY is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The COUNTY shall not subcontract, assign or transfer any other work under this AGREEMENT without the prior written consent of the DISTRICT's Project Manager. The COUNTY agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the COUNTY that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
- 8. Both the **DISTRICT** and the **COUNTY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A",

Statement of Work. Both parties' rights to deliverables received under this AGREEMENT shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the COUNTY under this AGREEMENT shall be deemed to be the property of the COUNTY upon completion of this AGREEMENT. The COUNTY shall retain all ownership to tangible property.

- 9. The COUNTY, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the COUNTY and the officers, employees, servants and agents thereof. The COUNTY represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the COUNTY, its officers and employees while acting within the scope of their employment during performance of under this AGREEMENT. In the event that the COUNTY subcontracts any part or all of the work hereunder to any third party, the COUNTY shall require each and every subcontractor to identify the DISTRICT as an additional insured on all insurance policies as required by the COUNTY. Any contract awarded by the COUNTY shall include a provision whereby the COUNTY's subcontractor agrees to indemnify, pay on behalf, and hold the DISTRICT harmless from all damages arising in connection with the COUNTY's subcontract.
- 10. The COUNTY and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- 11. The parties to this AGREEMENT are independent entities and are not employees or agents of the other parties. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent entities, between the DISTRICT, the COUNTY, their employees, agents, subcontractors or assigns, during or after the term of this AGREEMENT. The parties to this AGREEMENT shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this AGREEMENT without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
- 12. The parties to this AGREEMENT assure 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 be otherwise subjected to discrimination in any activity under this AGREEMENT.
- 13. The COUNTY, 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 COUNTY, upon request, as to any such laws of which it has present knowledge.
- 14. Either party may terminate this AGREEMENT at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all

funds not expended by the COUNTY for authorized work performed through the termination date shall be returned to the DISTRICT within sixty (60) days of termination.

- 15. The COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the COUNTY 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 COUNTY.
- 16. The COUNTY shall maintain records and the DISTRICT shall have inspection and audit rights below. The COUNTY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. <u>Maintenance of Records:</u> The COUNTY 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 the expiration date of 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 expiration date of this AGREEMENT.
  - C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute. All such records shall be made readily available to the DISTRICT.
- 17. Whenever the **DISTRICT's** contribution includes state or federal appropriated funds, the **COUNTY** shall, in addition to the inspection and audit rights set forth in paragraph #16 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. <u>Maintenance of Records</u>: The **DISTRICT** shall provide the necessary information to the **COUNTY** as set forth in Exhibit "C". The **COUNTY** shall maintain all financial/non-financial records through:
  - (1) Identification of the state or federal awarding agency, as applicable Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
  - (2) Audit and accountability requirements for state projects as stated in the Single Audit Act and

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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

- (3) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (4) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year
- B. 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 COUNTY's financial and non-financial records to the extent necessary to monitor the COUNTY'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.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

# South Florida Water Management District

Attn: Bahram Charkhian, Project Manager Telephone No. (561) 682-2284

Attn: Patrick Wienèr, Contract Specialist Telephone No. (561) 682-6220

Address: P.O. Box 24680 3301 Gun Club Road West Palm Beach, FL 33416-4680 Palm Beach County Board of County Commissioners--ERM

Attn: Angela Jeters, Project Mgr Telephone No. (561) 233-2467

Address:

Palm Beach County
Department of Environmental Resources
Management
2300 N. Jog Road---4<sup>th</sup> Floor
West Palm Beach, Fl 33411-2743

- 19. **COUNTY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
- 21. This AGREEMENT, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this AGREEMENT will bind any of the parties to perform

- beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
- 22. Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, COUNTY 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 that the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties 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.
- Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
- 25. 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**.
- 26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
  - (a) Terms and Conditions outlined in preceding paragraphs 1-24
  - (b) Exhibit "A" Statement of Work
  - (c) all other exhibits, attachments and documents specifically incorporated herein by reference



IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

	SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD	
[14] (14) 14 14 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16		
	Ву:	
	Frank Hayden, Director of Procurement	
SFWMD PROCUREMENT APPROVED  By: /afriel Thereir  Date: /- G - 2010		
	사용 기계 기계 전에 가는 사람들이 되었다. 신청 경우 기계	
	PALM BEACH COUNTY BOARD OF COUNTY COMMISSION	ER
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	By:	
	Burt Aaronson, Chair Name of Authorized Individual	
APPROVED AS TO TERMS AND COND	DITIONS	
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By: felled & Walnuty		
Richard E. Walesky, Director	APPROVED AS TO FORM	
	AND LEGAL SUFFICIENCY	
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	ASSISTANT COUNTY ATTORNEY DATE	
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# EXHIBIT A STATEMENT OF WORK Palm Beach County Cypress Creek East Restoration Project

# SFWMD Contract Number 4600001905

# 1.0 INTRODUCTION

The Cypress Creek East Restoration Project is a Loxahatchee River Preservation Initiative (LRPI) Project. The 1850-acre Cypress Creek Natural Area contributes a significant portion of the flow to the Loxahatchee River. The natural area is primarily composed of wetland herbaceous and cypress sloughs, hydric pine flatwoods, and oak hammock vegetation communities. Exotic vegetation, primarily melaleuca, Brazilian pepper, Australian pine and Lygodium (Old World Climbing Fern) have invaded some of these habitats. Shell pits and cattle ranching on the property have contributed to decreasing the environmental value of the site. This project is intended to provide restoration to 251 acres of the Natural Area, including 67 acres of wetland restoration and creation (See Figure 1).

The project area is the eastern portion of Cypress Creek, north of Indiantown Road and east of Gulfstream Road, in Palm Beach County. The intent of the Cypress Creek East Restoration Project is to restore and create wetlands on the project area, remove exotic vegetation and replant areas that have been cleared in the past. The project involves mechanical removal of exotic vegetation, primarily Australian pine, from spoil piles near the shell pits; ground control treatment of exotic vegetation on other areas on the project site; scraping down and resculpting the shell pit areas; and replanting, primarily upland areas with native vegetation.

Invasive, exotic vegetation infestations have reduced the ability of the wetlands to filter and store water, and have reduced their habitat value for wildlife, including several listed species known to occur in the area. Removing exotic vegetation and resculpturing the wetlands will improve historic hydrologic connections and the functionality of the wetlands and allow them to store more water and help attenuate storm water surges to the Loxahatchee River, while also improving the quality of the surface water reaching the river. It will also help reduce the threat of saltwater intrusion and extend base flows to the River, and re-establish suitable habitat for listed species (See Figure 1).



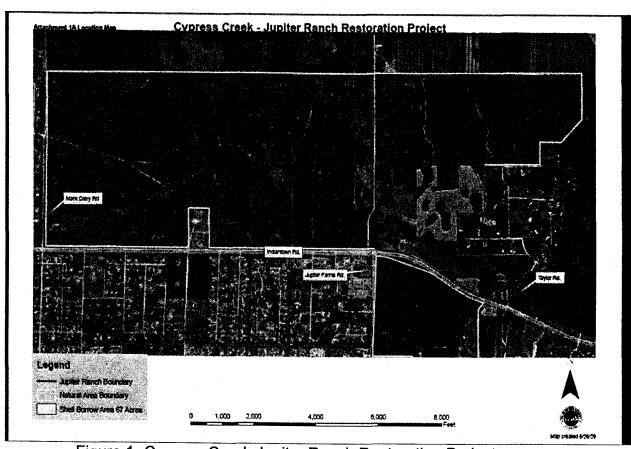


Figure 1- Cypress Creek Jupiter Ranch Restoration Project

# 2.0 **OBJECTIVE**

The purpose of this project is to address the problems associated with hydrological changes in the east Cypress Creek basin caused by agricultural uses and shell mining that occurred in the past, and the detrimental effects of the invasive exotic vegetation that have become established in this area, by providing for upland and wetland restoration and creation, and the removal and treatment of exotic vegetation.

# 3.0 SCOPE OF WORK

This project consists of the mechanical and ground control treatment of invasive, non-native vegetation from the eastern portion of Cypress Creek. This work will be performed using time-and-material contractors from Palm Beach County master agreement. Additionally, shell pits will be scraped down and recontoured by moving the adjacent fill and spoil berms created during the excavation of the shell material from the project site. This work will be performed using heavy equipment (i.e., excavators, dozers and front-end loaders) from a County master agreement working on an hourly basis. Palm Beach County Department of Environmental Resources Management (PBC ERM) staff will supervise all aspects of both of these operations. Planting will be done utilizing both volunteers and planting contracts (See Figure 1).

# 4.0 WORK BREAKDOWN STRUCTURE

# Task 1: Mechanical Treatment of Exotic Vegetation

Palm Beach County Department of Environmental Resources Management (PBC ERM) staff will use a vendor from one of the County's master agreements; an hourly contract for crew and heavy equipment and machinery. No permits are necessary, and work can be initiated within weeks of a grant agreement contract.

<u>Deliverables</u>: By April 01, 2010, Palm Beach County Department of Environmental Resources Management (PBC ERM) shall deliver to SFMWD a complete set of deliverables for this task including a summary sheet of all invoices paid for this period (Company, Invoice#, Date, and amount), and supporting documentation related to County's cost share.

# Task 2: Ground Control Treatment of Exotic Vegetation

County staff will use a vendor from one of the County's master agreements; an hourly contract for supervisor and crew, plus herbicides at cost. No permits are necessary for this work either, and work can be initiated within weeks of a grant agreement contract. This work would best be conducted in the winter/spring timeframe to take advantage of the dry season and lower water levels on the site at that time of year. It is anticipated that this work would begin in the 2010 dry season (See Figure 1).

<u>Deliverables</u>: By July 01, 2010, Palm Beach County Department of Environmental Resources Management (PBC ERM) shall deliver to SFMWD a complete set of deliverables for this task including a summary sheet of all invoices paid for this period (Company, Invoice#, Date, and amount), and supporting documentation related to County's cost share.

# Task 3: Restore/Create Wetlands

Heavy equipment, including excavators, dozers, off road dump trucks and front-end loaders will be used to move the fill and scrape down the shell pit mining areas, remove access roads, and reconnect existing on site wetlands and sloughs. The heavy equipment would be supervised by Palm Beach County Department of Environmental Resources Management (PBC ERM) staff and be supplied by local County master agreement contractors, on an hourly basis. This allows Palm Beach County, ERM the most flexibility to begin and end work based on site conditions, primarily water levels. It is anticipated that this work would begin in the 2010 dry season.

<u>Deliverables</u>: By <u>September 01</u>, 2010, Palm Beach County Department of Environmental Resources Management (PBC ERM) shall deliver to SFMWD a complete set of deliverables for this task including a summary sheet of all invoices paid



for this period (Company, Invoice#, Date, and amount), and supporting documentation related to County's cost share.

# Task 4: Planting

Palm Beach County Department of Environmental Resources Management (PBC ERM) shall be responsible for replanting upland areas with vegetation with native vegetation.

<u>Deliverables</u>: By <u>September 27</u>, 2010, Palm Beach County Department of Environmental Resources Management (PBC ERM) shall deliver to SFMWD a complete set of deliverables for this task including a summary sheet of all invoices paid for this period (Company, Invoice#, Date, and amount), and supporting documentation related to County's cost share.

### **EXHIBIT B**

# PAYMENT AND DELIVERABLES SCHEDULE

This is a cost-share project with funding coming from the District and Palm Beach County Department of Environmental Resources Management (PBC DERM). Total payment by the District shall not exceed the amount of \$350,000 for this cooperative agreement. The total project cost is estimated to be \$700,000. Invoices shall be accompanied by adequate documentation to demonstrate the completion of each task in accordance with the Statement of Work requirements and PBC DERM's cost share within the not-to-exceed amounts specified below in accordance with Article 3 of the Agreement. All deliverables submitted hereunder are subject to review and acceptance by the District. Acceptability of all work will be based on the judgment of the District that the work is technically complete and accurate. 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. PBC DERM is responsible for reviewing and approving deliverables to ensure that project objectives are met. PBC DERM is also responsible for project management, budget management, and quality control.

PBC DERM hereby shall submit invoices in the fixed amounts listed in the schedule below (Table 1). All invoices shall list the deliverables submitted to the District as set forth under tasks 1 though 4 of this Agreement. Any failure to meet the District's acceptance criteria shall result in a refusal payment or a reduction of the quarterly payment that does not meet tasks that specified in sections 4 of SOW.

PBC DERM) shall be responsible for aspects of managing and completing project as described in EXHIBIT "D".

PBC DERM) shall provide evidence its minimum 50% cost share has been met for each invoice submitted. The subject cost share documentation will be included with each invoice and will be sent to the appropriate District project manager. Once it is approved it will be forwarded to the South Florida Water management district's Accounts Payable Department. Without 50% cost match documentation the invoice will not be paid (See Table 1).

Deliverables: Submission of invoice for reimbursement accompanied by a complete set of all deliverables for tasks 1 through 4, and copies of a copy of the project engineer's construction completion certification.

# "EXHIBIT B"

# PAYMENT AND DELIVERY SCHEDULE

The County shall invoice the District following submission of the deliverable in the amount indicated below. The County shall be responsible for all aspects of managing and completing the project described in Exhibit A.

Task	Deliverable	Due Date	PBC	SFWMD	TOTAL
Task 1	Mechanical Exotic Vegetation Removal	July 1, 2010	\$150,000	\$150,000	\$300,000
Task 2	Ground Control Exotic Vegetation Removal	July 31, 2011	\$100,000	\$100,000	\$200,000
Task 3	Restore/Create Wetlands	July 31, 2011	\$75,000	\$75,000	\$150,000
Task 4	Planting	July 31, 2011	\$25,000	\$25,000	\$50,000
TOTAL			\$350,000	\$350,000	\$700,000

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BGEX - 380 - 021010\*818 BGRV - 380- 021010\*210

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA

# **BUDGET AMENDMENT**

# Fund 3654 Environmental Resources Capital Projects Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED F BUDGET	ENCUMBERED / Expended 2/18/2010	REMAINING BALANCE
REVENUES								
381-E406 Cypress Creek Natural Area 800-9100 Transfers	3439 State Grant Other Physical Env 8033 Transfer from Natural Areas Fund	0 2,700,000	0 4,932,518	350,000 350,000	0 0	350,000 5,282,518		
TOTAL RECEIPTS & BALANCES		17,614,876	19,571,806	700,000	0	20, 271,806	,	
EXPENDITURES								
381-E406 Cypress Creek Natural Area	6504-IOTB non-infrastructure	0	0	700,000	0	700,000	0	700,000
TOTAL APPROPRIATIONS & EXPE	NDITURES	17,614,876	19,571,806	700,000	0	20,271,806		
	tal Resources gement	Q 1	Signature	s & Dates		BY BOARD (	OF COUNTY COMMI AT MEETING OF	SSIONERS
INITIATING DEPARTMENT/DIVISION		/ Exhart elely 2/16/2010			March 9, 2010			
Administration/Budget Department Approval OFMB Department - Posted		1 Janes	M		2-23 10	Board	Deputy Clerk to the l of County Commission	ners
					52/18/10			

# **BOARD OF COUNTY COMMISSIONERS** PALM BEACH COUNTY, FLORIDA

# **BUDGET TRANSFER**

# Fund 1226 Natural Areas Fund

ACCOUNT NAM	ME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 2/13/2010	REMAINING BALANCE
Appropriations - 380-3195 Reserve Natural Areas 820-3290 Transfers	9909 - Reserves 9367 - Transfer to Fund 3654	8,979,970 2,700,000	4,614,306 4,932, <i>5</i> 18	0 350,000	350,000 0	4,269,306 6,282,518	0	4,269,306 5,282,518
	_			0 350,000	350,000			

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

March 9, 2010

Deputy Clerk to the

**Board of County Commissioners** 

Signatures & Dates

INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval

**OFMB Department - Posted** 

Environmental Resources Management