

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$79,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$79,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in ^{Proposed} Current Budget?	Yes <u>X</u>	No _____			
Budget Account No.:	Fund <u>0001</u>	Dept. <u>310</u>	Unit <u>3001</u>	Object <u>8101</u>	Program _____

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

Funds have been budgeted in FY 2011 Budget Account "contributions to Other Governmental Agencies" as listed above.

C. Departmental Fiscal Review:

Jean N. McLee

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:

J. M. O'Connell

OFMB/Budget

mcb 8/3/10
A. S. 8/3/10
8/10

John J. Probert

Contract Development and Control

E. Jones 8/4/10

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgenst 8/9/10

Assistant County Attorney

C. Other Department Review:

Department Director

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

(Background and Justification continued)

This agreement requires Palm Beach County to provide \$79,000 in funding to the District for payment of health insurance benefits and soil and water resource conservation services. This is for the same amount that was provided to the District for FY 2010. The remaining contributions for the District's \$131,755 budget come from USDA Natural Resources Conservation Service, South Florida Water Management District, and various Palm Beach Soil and Water Conservation District products and services. Part of the USDA Natural Resources Conservation Service contribution toward the District's program is in the form of a \$80,000 in-kind contribution. Since fiscal year 1991 Board direction provided the program be funded under "Contributions to Other Government Agencies".

The contract agreement for fiscal year 2011, in accordance with previous Board directives, includes language which provides for the District to make good faith efforts to include small business enterprises for procurement opportunities. Monitoring responsibilities have been assigned to the Palm Beach County Cooperative Extension Service Department.

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PALM BEACH SOIL AND WATER CONSERVATION DISTRICT**

THIS AGREEMENT is made as of the ____ day of ___, 2010, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as the "COUNTY", and Palm Beach Soil and Water Conservation District hereinafter referred to as the "DISTRICT", a political subdivision of the State of Florida, whose address is:

420 S. State Road 7, Suite 162
Royal Palm Beach, Florida 33414

In consideration of the mutual promises contained herein, the County and the DISTRICT agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED BY THE DISTRICT

The DISTRICT shall, during the term of this Agreement, provide within Palm Beach County soil and water resource conservation services, as more specifically set forth in the Scope of Work, attached hereto and made a part hereof as Exhibit "A".

The DISTRICT shall coordinate its services with the Palm Beach County Cooperative Extension Service Department and shall submit all invoices, reports and records to the Palm Beach County Finance Department as specifically set forth in this Agreement and the Scope of Work.

ARTICLE 2. PAYMENTS TO DISTRICT/REIMBURSABLE

The COUNTY shall pay to the DISTRICT as reimbursement of the DISTRICT'S expenses for services rendered, including payment of insurance benefits, an amount not to exceed Seventy Nine Thousand Dollars (\$79,000). The DISTRICT will bill the COUNTY on a monthly basis, or as otherwise provided, for expenses actually incurred and paid for services provided under the Scope of Work.

All invoices for payment under the terms of this Agreement shall include copies of paid receipts, canceled checks, invoices, or other documents acceptable to the Palm Beach County Finance Department. Any travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes. Any amounts not billed or submitted in time for payment by the end of the COUNTY'S fiscal year (September 30, 2011) shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amount.

The County reserves the right to determine if an expense is reasonable, and may reject expenses which are excessive or represent costs of a personal nature.

ARTICLE 3. AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 4. INSURANCE

The DISTRICT shall not commence work under this Agreement until it has obtained all insurance required under this Article and such insurance has been approved by the COUNTY'S Risk Management Department. The requirements contained herein as well as COUNTY'S review or acceptance of insurance maintained by the DISTRICT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the DISTRICT under this Agreement.

A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The DISTRICT shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall clearly indicate that the DISTRICT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the DISTRICT of its liability and obligations under this agreement.

- B. The DISTRICT shall maintain, during the life of this Agreement, comprehensive general liability insurance in the amount of One Hundred Thousand (\$100,000.00) dollars per claimant and Two Hundred Thousand (\$200,000.00) per occurrence to protect the DISTRICT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by DISTRICT or by anyone directly employed by or contracting with the DISTRICT. The DISTRICT shall provide this coverage on a primary basis.
- C. The DISTRICT shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of One Hundred Thousand (\$100,000.00) per claimant, and Two Hundred Thousand (\$200,000.00) per occurrence for bodily injury and property damage liability insurance to protect the DISTRICT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the DISTRICT or anyone directly or indirectly employed by the DISTRICT. This shall not apply to any vehicle owned by Palm Beach County and rented by the DISTRICT from the County's Motor Pool Division and on which the County is providing the insurance. The DISTRICT shall provide this coverage on a primary basis.
- D. The DISTRICT shall maintain Worker's Compensation and Employers Liability in accordance with Florida Statute Chapter 440. The DISTRICT shall provide the coverage on a primary basis.
- E. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 5. INDEMNIFICATION

The DISTRICT shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the DISTRICT, its agents, servants, or employees in the performance of this Agreement.

The DISTRICT further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the DISTRICT not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. The DISTRICT also agrees that funds made available pursuant to this Agreement shall not be used by the DISTRICT for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 6. WARRANTY/PERSONNEL

The DISTRICT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the DISTRICT'S key personnel as may be listed herein must be made known to the COUNTY'S representative prior to execution, and written approval granted by the COUNTY'S representative before said changes or substitutions can become effective.

The DISTRICT further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of District's personnel while on County premises will comply with all County requirements governing conduct, safety, and security.

ARTICLE 7. NONDISCRIMINATION

The DISTRICT warrants and represents that all of its employees, and participants in the programs it serves, are treated equally during employment and/or services without regard to race, color, religion, sex, age, handicap, national origin, marital status, sexual orientation, gender identity or expression.

ARTICLE 8. DISTRICT'S PROGRAMMATIC AGREEMENTS

The DISTRICT further agrees:

- (1) To allow COUNTY through its Palm Beach County Cooperative Extension Service Department to monitor DISTRICT to assure that its goals and conduct are met as outlined in the Scope of Work.
- (2) To maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement.
- (3) That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
- (4) That Schedule of Payments provides for monthly submission of expense reports for reimbursement for monies expended for goods and services according to the terms of this Agreement.
- (5) That the COUNTY shall be promptly reimbursed for any funds which are misused or misspent.
- (6) To submit a Utilization Report to the Palm Beach County Cooperative Extension Service Department, in such form and detail as may be specified by COUNTY, within 15 days of the COUNTY'S fiscal year midpoint (not later than April 15th) and end point (not later than October 15th) that reflects the DISTRICT'S progress in attaining its goals as outlined in the Scope of Work.
- (7) To submit an Annual Audit by any independent certified public accountant completed within 120 days after the end of the DISTRICT'S fiscal year.
- (8) COUNTY has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the DISTRICT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.”

Copies of the required forms have been provided to the DISTRICT. Failure to submit completed reports will result in a delay in payment and/or termination of this Agreement. The DISTRICT shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs and provisions of services to individuals of any nature expended in the performance of this Agreement for a period of not less than seven (7) years.

ARTICLE 9. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the DISTRICT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement and no higher than those charged the DISTRICT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 10. ENTIRETY OF CONTRACTUAL AGREEMENT

The DISTRICT agrees that the Scope of Work has been developed from the DISTRICT'S funding application and that the COUNTY may expect performance by the DISTRICT in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the DISTRICT both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 11. EFFECTIVE TERM

1. This Agreement shall begin on October 1, 2010.
2. This Agreement shall end on September 30, 2011.

ARTICLE 12. TERMINATION

This Agreement may be terminated at will by either party upon no less than thirty (30) days written notice, as provided in Article 13.

ARTICLE 13. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Director
Cooperative Extension Service
559 North Military Trail
West Palm Beach, FL 33415-1311

and if sent to the DISTRICT shall be mailed to:

Chairman
Palm Beach Soil and Water Conservation District
420 South State Road 7, Suite 162
Royal Palm Beach, FL 33414

ARTICLE 14. SBE POLICY

The DISTRICT agrees to make good faith efforts in providing equal opportunity whereby all businesses may fully participate in providing goods and services as provided for in this agreement. The DISTRICT agrees to exercise these good faith efforts to attain 15% goal of small businesses in the DISTRICT'S competitive purchasing process. The DISTRICT further agrees to provide reports to the Board of County Commissioners upon request in order that Palm Beach County can monitor the participation of Small Businesses Enterprises in its competitive purchasing process.

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

The District is, and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the District's sole direction, supervision, and control. The District shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the District's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The District does not have the power or authority to bind the County in any promise, agreement, or representation.

ARTICLE 16. AUTHORITY TO PRACTICE

The District hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 17. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18. ARREARS

The District shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The District further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

ARTICLE 19. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the District certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

(Remainder of this page was left blank intentionally.)

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

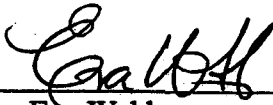
ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Burt Aaronson, Chair

PALM BEACH SOIL & WATER
CONSERVATION DISTRICT

BY:  _____
Eva Webb
Board of Governing Supervisors

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
Anne Helfant
Assistant County Attorney


BY:  _____
Audrey R. Norman
Department Director

EXHIBIT "A"

SCOPE OF WORK

PALM BEACH SOIL AND WATER CONSERVATION DISTRICT

2010 - 2011

Draft Annual Plan of Operations Fiscal Year 2011

PALM BEACH SOIL & WATER CONSERVATION DISTRICT

I. EDUCATION

A. Programs

Palm Beach County, State and National "ENVIROTHON" This is a State and Nationally recognized competitive environmental education program targeted to high school students. The Envirothon involves critical thinking and problem solving in the natural resources area. Local winners go on to the State Envirothon and compete to continue on to the National level, where students are awarded scholarships.

B. Contests

Conservation Poster Contest (K-5)

This Nationally recognized contest is aimed at involving elementary students in current environmental issues. The poster contest begins at the local level and continues to the State Conservation District level and competes to continue on to the National level of competition.

II. CONSERVATION PROGRAMS

A. Agriculture Mobile Irrigation Laboratory (Ag MIL)

The Ag MIL provides agriculture container nurseries with a free evaluation of their irrigation system, which helps reduce water consumption as well as reduce phosphorus in the Everglades Agricultural Area. Recommendations for improved irrigation efficiency, water quality, Best Management Practice (BMP) implementation and cost-share program information are also provided to the nurseries.

B. PBC-BCC Ag Reserve Land Management

The District provides land management services on lands purchased by the BCC with funds from the March 1999 Conservation Lands Bond. The properties are leased for agricultural production and the District works with the lessee to prepare a plan implementing BMPs agreed to by the lessee.

C. Urban Mobile Irrigation Laboratory (MIL)

The Urban MIL evaluates irrigation systems on properties under 10 acres to assist landowners in saving money, water and improving their landscaping. The District is currently seeking funding for the program, but continues to give presentations to HOAs and other county residence, as well as give presentations for the Master Gardeners class bi-annually.

III. TECHNICAL INFORMATION

A. Technical Assistance

The District provides technical assistance to the general public in the form of Palm Beach County Soil Surveys, Plat Directories, and information on soil and water conservation as well as other resource conservation issues. In addition the original 1953 Historic Aerials, some of the oldest aerials available of Palm Beach County, are available for review at the District office.

- B. Advisory Assistance**
District supervisors and employees participate and serve on local and statewide committees such as National Association of Conservation Districts, Municipal League, Florida Association of Conservation Districts, Florida Conservation District Employees Association, Irrigation Conservation Committee and South Florida Fair.
- C. Liaison to AFCD and NACD**
As members of the Association of Florida Conservation Districts and the National Association of Conservation Districts, the District participates and assists with coordination of Area and State meetings.

IV. OUTREACH PROGRAMS

- A. South Florida Fair**
- B. EarthFest**
- C. Various other educational outreach festivals**
These projects assist the District in promoting their services to the general public.

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
301 NORTH OLIVE AVENUE
WEST PALM BEACH FL 33402

Administrator

Issue Date 7/27/10

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGES PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0456

COVERAGES PERIOD: FROM 10/1/10

COVERAGES PERIOD: TO 10/1/11 12:00 Midnight Standard Time

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability
* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$500
- Coinsurance 90%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond
-

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida

Description of Operations/Locations/Vehicles/Special Items

RE: Funding for Fiscal Year 2010-2011.

The Certificate Holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

PALM BEACH SOIL & WATER CONSERVATION DISTRICT
750 SOUTH MILITARY TRAIL SUITE G
WEST PALM BEACH FL 33415 3963

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE