

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 1, 2011 (X) Consent () Regular
() Ordinance () Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** Purchase Order No. 4500024531 from the South Florida Water Management District for \$34,355.76 to initiate Phase I of the North Jupiter Flatwoods Natural Area Restoration Plan, expiring July 1, 2011;
- B) **approve** Budget Transfer of \$34,356 from the Natural Areas Fund from reserves to the Environmental Resources Capital Fund;
- C) **approve** Budget Amendment of \$68,712 in the Environmental Resources Capital Fund to recognize the Purchase Order and transfer from the Natural Areas Fund to the North Jupiter Flatwoods Natural Area Project; and
- D) **authorize** the County Administrator or his designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Purchase Order, and necessary amendments that do not change the scope of work or terms and conditions of the Purchase Order.

Summary: Purchase Order No. 4500024531 is a cost share agreement for \$34,355.76 to initiate Phase I of a restoration plan for the North Jupiter Flatwoods Natural Area requiring a 50% match provided from the Natural Areas Fund. The total funding for this project is estimated to be \$68,712 with \$34,356 from the Purchase Order and \$34,356 from the Natural Areas Fund, a non-ad valorem source. Initial costs do not include a formal construction bid but can be accommodated through master agreements and informal bids through Purchasing. District 1 (SF)

Background and Justification: Phase I of the North Jupiter Flatwoods Natural Area Restoration Plan includes the construction of a portion of the public use facilities (informational kiosk), exotic vegetation removal, and initiation of a groundwater seepage analysis and surface water model for a future hydrological restoration project. Later phases of the Restoration Plan will include construction of the remaining portion of the public use facilities and the hydrological restoration project as well as additional exotic vegetation treatments.

Attachments:

- 1. Purchase Order No. 4500024531
- 2. Budget Transfer (1226)
- 3. Budget Amendment (3654)

Recommended by: Richard E. Walsby 2/8/11
Department Director Date

Approved by: [Signature] 2/24/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$68,712</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$34,356)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$34,356</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
Budget Account No.: Fund ___ Agency ___ Org. ___ Object ___

B. Recommended Sources of Funds/Summary of Fiscal Impact

SFWMD Purchase Order 4500024531 \$ 34,356
 Natural Areas Fund \$ 34,356

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. And Control Comments:

N. Braz 2/17/11 *Dr. J. Jacob* 2/22/11
 OFMB *2/18/11* Contract Development and Control

B. Legal Sufficiency: *[Signature]*
 Assistant County Attorney

C. Other Department Review:

 Department Director



South Florida Water Management District
 P.O. Box 24680
 West Palm Beach, FL 33416-4680
 Telephone (561) 686-8800

PURCHASE ORDER

FLORIDA SALES TAX EXEMPTION #85-8013149859C-9
 FEDERAL TAX EXEMPT #59-74-0072K

PRICES QUOTED INCLUDE SHIPPING CHARGES UNLESS OTHERWISE STIPULATED BELOW.			THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE.		PAYMENT TERMS PAY WITHIN 30 DAYS NET.
			4500057044		
			PAGE NO. 1 of 2	DATE OF ORDER 01/27/2011	EST. DELIVERY DATE 07/01/2011
VENDOR NO. 114374	PURCHASING AGENT PATRICK RYAN	PHONE 561-682-6757	F.O.B. DESTINATION		CONFIRMING NO

V E N D O R	PALM BEACH CNTY DEPT OF ENVIRON RESOURCE MGMT 2300 N JOG RD 4TH FL WEST PALM BEACH FL 33411 Tel: 561-233-2493 Fax: 561-233-2414 ATTN: BRENDA HOVDE	S H I P T O	SOUTH FLORIDA WATER MANAGEMENT DISTRICT SFWMD: HEADQUARTERS 3301 GUN CLUB ROAD WEST PALM BEACH FL 33406
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LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT

Line	Quantity	Unit	Part Number and Description	Unit Price	Total Amount
PRICING PER WRITTEN QUOTATION DATED JANUARY 28, 2011 BY RICHARD E. WALESKY, DIRECTOR, PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (COUNTY). THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) HEREBY ENTERS INTO A COST-SHARE AGREEMENT WITH THE COUNTY TO INITIATE PHASE I OF THE NORTH JUPITER FLATWOODS RESTORATION PROJECT PLAN WHICH WILL INCLUDE CONSTRUCTION OF A INFORMATIONAL KIOSK AND ASSOCIATED PAD AS PART OF THE PUBLIC USE FACILITIES ON THE NATURAL AREA IN THE AMOUNT OF \$68,711.52 OF WHICH THE SFWMD TOTAL CONTRIBUTION IS \$34,355.76. THE COUNTY SHALL PERFORM THE SERVICES IN ACCORDANCE WITH ATTACHMENT "A", STATEMENT OF WORK ATTACHED HERETO AND BY THIS REFERENCE IS MADE A PART OF THIS PURCHASE ORDER.					
1	1	AU	PBC NO. JUPITER FLATWOODS FY11 GRANT #11	10,506.00	10,506.00
THE ITEM COVERS THE FOLLOWING SERVICES:					
10	10,506	EA	NO. JUPITER FATWOODS REST. GRANT #11	1.00	10,506.00
2	1	AU	PBC NO. JUPITER FLATWOODS FY11 GRANT #2	1,500.00	1,500.00
THE ITEM COVERS THE FOLLOWING SERVICES:					
10	1,500	EA	NORTH JUPITER FLATWOODS-GRANT #2	1.00	1,500.00
3	1	AU	PBC NO. JUPITER FLATWOODS FY11 GRANT #80	22,349.76	22,349.76
THE ITEM COVERS THE FOLLOWING SERVICES:					
10	22,349.760	EA	NO. JUPITER FATWOODS REST. GRANT #80	1.00	22,349.76
NOTE: Prices displayed govern the purchase order transaction. Early payment discount invoices receive priority handling. The attached Purchase Order terms & conditions, pages 1 through 2 apply				Page Total	34,355.76
				Grand Total	34,355.76

SEND ALL INVOICES TO:
 South Florida Water Management District
 P.O. Box 24682
 West Palm Beach, FL 33416-4682

Patrick M. Ryan
 Authorized Agent
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 An Equal Opportunity Employer - M/F/H/V



South Florida Water Management District
 P.O. Box 24680
 West Palm Beach, FL 33416-4680
 Telephone (561) 686-8800

PURCHASE ORDER

FLORIDA SALES TAX EXEMPTION #85-8013149859C-9
 FEDERAL TAX EXEMPT #59-74-0072K

PRICES QUOTED INCLUDE SHIPPING CHARGES UNLESS OTHERWISE STIPULATED BELOW.			THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE. 4500057044	PAYMENT TERMS PAY WITHIN 30 DAYS NET.
VENDOR NO. 114374		PURCHASING AGENT PATRICK RYAN	PHONE 561-682-6757	F.O.B. DESTINATION
		PAGE NO. 2 of 2		DATE OF ORDER 01/27/2011
		EST. DELIVERY DATE 07/01/2011		CONFIRMING NO

VENDOR: PALM BEACH CNTY DEPT OF ENVIRON
 RESOURCE MGMT
 2300 N JOG RD 4TH FL
 WEST PALM BEACH FL 33411
 Tel: 561-233-2493 Fax: 561-233-2414
 ATTN: BRENDA HOVDE

SHIP TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 SFWMD: HEADQUARTERS
 3301 GUN CLUB ROAD
 WEST PALM BEACH FL 33406

LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT

Line	Quantity	Unit	Part Number and Description	Unit Price	Total Amount
			SFWMD CONTACT: KIMBERLEY KOPTAK AT 561 682-6163 PLEASE ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS PURCHASE ORDER BY SIGNING AND RETURNING A COPY VIA FAX TO THE PURCHASING AGENT AT 561 682-5327. ACKNOWLEDGEMENT: _____ DATE: _____ BY (PRINT OR TYPE): Karen T. Marcus, Chair		
			APPROVED AS TO FORM AND LEGAL SUFFICIENCY _____ ASSISTANT COUNTY ATTORNEY DATE	<i>Richard E. Udeby</i> APPROVED AS TO TERMS AND CONDITIONS	
NOTE: . Prices displayed govern the purchase order transaction. . Early payment discount invoices receive priority handling. . The attached Purchase Order terms & conditions, pages 1 through 2 apply				Page Total	0.00
				Grand Total	34,355.76

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PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations.

INVOICES AND PAYMENTS. The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoices shall reference the DISTRICT's PURCHASE ORDER number and original invoices (clearly marked "Original") shall be mailed to ACCOUNTS PAYABLE, South Florida Water Management District, Box 24682, West Palm Beach, FL 33416-4682. A copy of all invoices shall also be sent to the attention of the Project Manager if listed on the Purchase Order. Invoices submitted to the attention of the Project Manager shall be clearly marked "copy" and may also be submitted electronically via e-mail or fax. It is the policy of the DISTRICT that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, 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 specified in the PURCHASE ORDER for invoice submission. The time at which payment shall be due from the DISTRICT shall be forty-five (45) days from receipt of a proper invoice and acceptance of deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the DISTRICT conditions that are detailed herein. If all conditions are met and payment is not made by the DISTRICT in this timeframe, interest shall accrue after 30 days at the rate of 1% per month on the unpaid balance. The VENDOR must invoice the DISTRICT for any accrued unpaid interest.

INDEMNIFICATION. For value received, the VENDOR shall indemnify and hold the DISTRICT, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the VENDOR and other persons employed or utilized by the VENDOR in the performance of the PURCHASE ORDER. The VENDOR 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 PURCHASE ORDER. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

TERMINATION FOR DEFAULT. In accordance with DISTRICT Rule 40E-7, Part II, F.A.C., "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 PURCHASE ORDER. If the VENDOR materially fails to fulfill its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR fails to cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR that it has materially breached its PURCHASE ORDER with the DISTRICT, the DISTRICT's Governing Board shall determine whether the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

TERMINATION FOR CONVENIENCE. The DISTRICT may terminate this PURCHASE ORDER with or without cause at any time for convenience upon 30 calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this PURCHASE ORDER. The DISTRICT may withhold all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation.

RECORDS RETENTION/AUDIT. The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

NONDISCRIMINATION. The VENDOR 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 otherwise be subjected to discrimination in any activity hereunder. The VENDOR shall take all measures necessary to effectuate these assurances.

PUBLIC ENTITY CRIMES/SDN LIST. The VENDOR, by its execution of this PURCHASE ORDER or by commencement of shipment with reservations, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State of Florida convicted vendor or is included on State of Florida's discriminatory vendor list; and if the VENDOR or any affiliate of the VENDOR has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since placement on one of either of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

PUBLIC ACCESS. The VENDOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the VENDOR 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 VENDOR.

DISTRICT'S TAX EXEMPTION. The VENDOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

ASSIGNMENT/GUARANTOR. The VENDOR shall not assign, delegate or otherwise

transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the DISTRICT's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

FORCE MAJEURE. Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

AMENDMENTS. This Purchase Order may be amended or rescinded only with the written approval of the parties hereto.

ORDER OF PRECEDENCE. Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to, drawings, descriptions, sample(s).

ENTIRE AGREEMENT. This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

Additional Terms and Conditions for Commodities:

COMPLIANCE. The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, 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 justiciable in federal court.

DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING. All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

SHIPMENT UNDER RESERVATION PROHIBITED. VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

DELIVERY TERMS & TRANSPORTATION CHARGES. Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

VENDOR TO PACKAGE GOODS. VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

PRICES QUOTED. The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

DISTRICT'S RIGHT TO CANCEL. The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

VENDOR NOT TO LIMIT WARRANTY. The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

TERMS/PROVISIONS. Should any term or provision of this PURCHASE ORDER 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 PURCHASE ORDER, that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law.

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Additional Terms and Conditions for Services:

STATEMENT OF SERVICES. The VENDOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work", attached to this PURCHASE ORDER and incorporated herein. As part of the services to be provided by the VENDOR under this PURCHASE ORDER, the VENDOR shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions and testimony. This paragraph shall survive the expiration or termination of this PURCHASE ORDER. The parties agree that time is of the essence in the performance of each and every obligation hereunder. In the event VENDOR employees or hired workers are authorized by the Statement of Work to perform services on-site at DISTRICT facilities, the VENDOR hereby agrees to be bound by the DISTRICT policies and standards of conduct listed in the attached "Contractor Policy Code Acknowledgement" and shall require each individual performing such on-site work to execute the form. It is the VENDOR's responsibility to advise its employees or hired workers of the nature of the project, as described in the PURCHASE ORDER and the Statement of Work attached hereto. The VENDOR shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The DISTRICT may provide additional guidance and instructions to the VENDOR's employees or hired workers where necessary or appropriate as determined by the DISTRICT.

COMPENSATION/CONSIDERATION. The total consideration for all work required by the DISTRICT pursuant to the PURCHASE ORDER shall not exceed the amount indicated on the PURCHASE ORDER. Such amount includes all expenses the VENDOR may incur and therefore no additional compensation shall be authorized. The VENDOR, by executing the PURCHASE ORDER or by commencement of work without reservations, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this PURCHASE ORDER is subject to multi-year funding allocations, funding for each applicable fiscal year of this PURCHASE ORDER will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this PURCHASE ORDER shall terminate upon expenditure of the current funding, notwithstanding other provisions in this PURCHASE ORDER to the contrary. The DISTRICT will notify the VENDOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PURCHASE ORDER.

INSURANCE. The VENDOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR. The VENDOR must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as added insured as required. No work is authorized until such time as the DISTRICT has received a Certificate of Insurance in compliance with the above requirements.

OWNERSHIP. The DISTRICT shall retain exclusive title, copyright and other proprietary rights in 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 VENDOR under this PURCHASE ORDER. The VENDOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the VENDOR with DISTRICT funding shall be returned and title transferred from the VENDOR to the DISTRICT upon expiration or termination of the PURCHASE ORDER.

COMPLIANCE/LICENSES. The VENDOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, 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 justiciable in federal court.

INDEPENDENT CONTRACTOR. The VENDOR shall be considered an independent contractor and nothing in this PURCHASE ORDER 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 term of the PURCHASE ORDER. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the VENDOR and the VENDOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the PURCHASE ORDER. In the event the VENDOR is a sole proprietor, the VENDOR is responsible for submitting legally required returns to the Federal Government.

SEVERABILITY. Should any term or provision of this PURCHASE ORDER 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 PURCHASE ORDER, to the extent that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law. Instructions for all notices are set forth on the PURCHASE ORDER.

DISPUTES. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding 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.

IMMIGRATION. The VENDOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the VENDOR and made available for inspection on demand by the District. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the PURCHASE ORDER. The VENDOR shall maintain records verifying the rate of pay for each employee working on this PURCHASE ORDER and make such records available for inspection on demand by the District. Failure to comply with these provisions shall be a material breach of the PURCHASE ORDER and cause for termination of the VENDOR.

CHANGE IN PERSONNEL. The DISTRICT may at any time and at its sole discretion request that the VENDOR replace any VENDOR personnel provided by the VENDOR to work on this PURCHASE ORDER if the DISTRICT believes that it is in the best interest of the DISTRICT to do so. The DISTRICT may, but will not be required to provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the DISTRICT written request for a change of personnel. The VENDOR will place the above language in any contract that it has with subcontractors. The VENDOR will enforce the replacement of subcontractor personnel upon a request by the DISTRICT.

BACKGROUND CHECKS. The VENDOR shall conduct thorough background checks for all of the VENDOR's employees or hired workers who will be working on any DISTRICT site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION". After reviewing the results of the background check, the VENDOR shall determine whether the VENDOR's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the DISTRICT. The DISTRICT will rely on the VENDOR's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the DISTRICT, based on the background check conducted by the VENDOR. Prior to allowing any employees or hired workers to work on-site at DISTRICT facilities, the VENDOR will provide written verification to the DISTRICT that a complete background check, as described above, was conducted for any such employee or hired worker. The VENDOR will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

FINGERPRINTING. In the event the project or work under this PURCHASE ORDER requires that the VENDOR or subcontractor employees or other authorized agents have unrestricted access to one or more DISTRICT critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a VENDOR or subcontractor's employees or other authorized agents will only have access to DISTRICT critical structures when accompanied by appropriate DISTRICT staff, a fingerprint-based criminal history check will not be required. The DISTRICT's Project Manager or designated DISTRICT representative will notify VENDOR when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at DISTRICT headquarters as soon as practicable after the VENDOR is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the DISTRICT. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a DISTRICT critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

MARKETING. VENDOR may use the DISTRICT's name in marketing materials for the purpose of publicizing contract awards, however, VENDOR is prohibited from obtaining affirmations from DISTRICT staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the VENDOR as well as the products and/or services offered by the VENDOR. The DISTRICT, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. VENDOR is strictly prohibited from releasing any statements to the media regarding work performed under this PURCHASE ORDER without the review, and the express prior written approval of the DISTRICT. The DISTRICT's approval is at its sole discretion, however, such approval will not be unreasonably withheld.

EMPLOYMENT BENEFITS. VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT VENDOR, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE DISTRICT. VENDOR EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE DISTRICT'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD VENDOR OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT. IN THE EVENT VENDOR IS SELF EMPLOYED, VENDOR EXPRESSLY REPRESENTS THAT VENDOR IS AN INDEPENDENT VENDOR AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT VENDOR MAY BE ENTITLED TO RECEIVE SHOULD VENDOR BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT.

STOP WORK ORDER. The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the VENDOR to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the VENDOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The VENDOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. If deemed appropriate by the DISTRICT and in the event work is resumed, the DISTRICT may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.

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ATTACHMENT "A"

STATEMENT OF WORK

**Palm Beach County, Department of Environmental Resources Management
North Jupiter Flatwoods Natural Area Restoration Phase I
Loxahatchee River Preservation Initiative**

1. INTRODUCTION

The North Jupiter Flatwoods Natural Area is located within the Town of Jupiter in the northeastern portion of Palm Beach County. North Jupiter Flatwoods is situated strategically between the Northwest and Southwest Forks of the Loxahatchee River within the Loxahatchee River Watershed. The Loxahatchee River Corridor is one-half mile to the west. North Jupiter Flatwoods Natural Area consists of approximately 143 acres of land and contains a portion of the buffer lands along the Loxahatchee River. Four natural communities are present on site, including mesic flatwoods, wet flatwoods, depression marsh, and dome swamp. An upland connection between the corridor of the Northwest Fork of the Loxahatchee River and North Jupiter Flatwoods was recently constructed along the northern boundary of the Rialto community to the west of the site. This 365 foot wide by half-mile long wildlife/greenway corridor was planted with native vegetation and provides wildlife passage between the natural area and the river corridor via the animal underpass located under Island Way. There is a hydrological connection between North Jupiter Flatwoods and the Northwest Fork of the Loxahatchee River through an area known as the No Name Slough, which is located north and east of the site. Past anthropogenic activities such as farming and development have significantly altered the hydrology of the Natural Area as well as the historic connection to the river.

Phase I of the North Jupiter Flatwoods Restoration Plan includes the construction of a portion of the public use facilities (informational kiosk and associated pad) for the site, exotic vegetation removal, and initiation of a groundwater seepage analysis and surface water model for a future hydrological restoration project. Later phases would include completion of the public use facilities as well as the construction of the improvements necessary to restore the hydrology of the site.

The hydrologic restoration component of the project will increase water storage capacity and enhance wetland habitat functions within the Natural Area. The project will also improve water quality and storm water filtration within the watershed. Management of exotic vegetation will further these hydrologic restoration activities.

2. OBJECTIVE

The informational kiosk and associated pad will be constructed to educate the public and will eventually provide an additional passive recreational use for the local

community. The natural area will act as an outdoor classroom for community schools by providing educational opportunities of upland and wetland habitats as well as the connectivity to the Loxahatchee River. Through educational brochures and kiosk signage visitors can learn about the different species and habitats that are supported by the river. Additionally, by initiating a groundwater seepage analysis and surface water model we will have a better idea of what may be necessary to complete the hydrological restoration of the site. Finally, exotic vegetation control is necessary to improve and maintain the integrity of the native ecosystems on the natural area.

3. SCOPE OF WORK

Phase I of the North Jupiter Flatwoods Restoration Project plan will include construction of the informational kiosk and associated pad as part of the public use facilities on the natural area. The kiosk will be constructed next to the northernmost parking area at the Jupiter Community Park. The kiosk will provide general information about the North Jupiter Flatwoods Natural Area, including the geologic origins of the site, its historic hydrology, natural communities, listed species and the site's connectivity to the Wild and Scenic Loxahatchee River. Exotic vegetation removal and control will continue to improve and maintain the native ecosystems. Additionally, a groundwater seepage analysis and surface water model will be initiated to ultimately provide recommendations on how to restore the hydrology of the site.

4. WORK BREAKDOWN STRUCTURE

The Department of Environmental Resources Management (County) shall perform the following tasks:

Task 1: Treatment of Exotic Vegetation

The treatment of exotic vegetation within North Jupiter Flatwoods Natural Area began in 2002 and is ongoing. Ground crews were sent in areas containing Brazilian pepper, melaleuca, Australian pine, lygodium and downy rose myrtle. Additionally, in 2004, several areas of melaleuca monocultures were mechanically removed using heavy equipment. Ground crews will be sent in on a regular basis to retreat the exotic seed bank and any re-sprouting exotic vegetation as well as all other FLEPPC Category 1 invasive, non-native vegetation.

Deliverables: The County shall complete the exotic ground sweeps and final invoicing by July 1, 2011.

Task 2: Construction of the Informational Kiosk and Associated Pad

Palm Beach County Environmental Resources Management will implement and oversee construction by the selected contractor.

Deliverables: The County shall complete the facilities construction and invoicing by July 1, 2011.

Task 3: Initiation of a Groundwater Seepage Analysis and Surface Water Model

Palm Beach County Environmental Resources Management will hire a consultant to complete geotechnical work necessary to initiate a groundwater seepage analysis and surface water model for the site. Preliminary analysis and recommendations regarding hydrological restoration of the site will be made.

Deliverables: The County shall complete the geotechnical work and preliminary analysis and will provide a final invoice by July 1, 2011.

5. PAYMENT AND DELIVERABLES SCHEDULE

Task	Deliverable	Due Date	PBC	SFWMD	TOTAL
Task 1	Treatment of Exotic Vegetation	July 1, 2011	\$24,000	\$24,000	\$48,000
Task 2	Construction of the Informational Kiosk and Associated Pad	July 1, 2011	\$5,355.76	\$5,355.76	\$10,711.52
Task 3	Initiation of a Groundwater Seepage Analysis and Surface Water Model	July 1, 2011	\$5,000	\$5,000	\$10,000
TOTAL			\$34,355.76	\$34,355.76	\$68,711.52

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

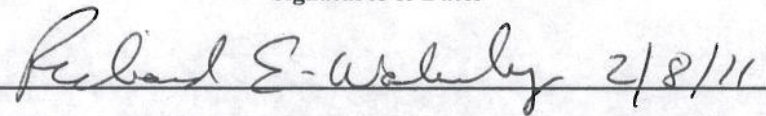
BUDGET TRANSFER
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 12/9/2010	REMAINING BALANCE
<u>Appropriations</u>							
-							
380-3195 Reserve Natural Areas 9909 - Reserves	21,485,822	20,073,214	0	34,356	20,038,858	0	20,038,858
820-3290 Transfers 9367 - Transfer to Fund 3654	2,809,611	2,443,919	34,356	0	2,478,275		
			0			0	0
			34,356	34,356			

Attachment 2

Environmental Resources Management

INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures & Dates


BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

 March 1, 2011

 Deputy Clerk to the
 Board of County Commissioners

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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 ENCUMBERED		REMAINING BALANCE
					BUDGET	/ Expended 12/9/2010	
<u>REVENUES</u>							
381-E421-No Jupiter Flatwoods NA	4399 Other Physical Environment Revenue	0	0	34,356		34,356	
800-9100 Transfers	8033 Transfer from Natural Areas Fund	2,809,611	2,443,919	34,356	0	2,478,275	
TOTAL RECEIPTS & BALANCES		16,401,406	16,207,011	68,712	0	16,275,723	
<u>EXPENDITURES</u>							
381-E421-E421 No Jupiter Flatwoods NA	6504-IOTB non-infrastructure	0	0	68,712	0	68,712	68,712
TOTAL APPROPRIATIONS & EXPENDITURES		16,401,406	16,207,011	68,712	0	16,275,723	

Attachment 3

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Ubelby 2/8/11

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

March 1, 2011

Deputy Clerk to the
Board of County Commissioners

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