

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014
Capital Expenditures	\$77,030	_____	_____	_____
Operating Costs	_____	_____	_____	_____
External Revenues	\$<77,030>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	\$-0-	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No.:

Fund ___ Agency ___ Org. ___ Object ___

Fund ___ Agency ___ Org. ___ RSRC ___

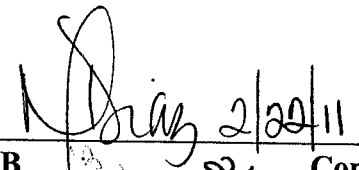

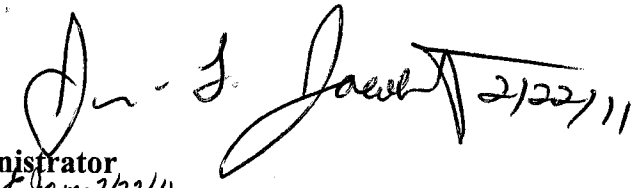
Reporting Category


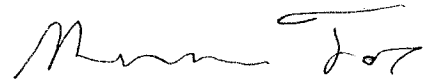
B. Recommended Sources of Funds/Summary of Fiscal Impact
 \$77,033.00 IRLPF administered by South Florida Water Management District

Department Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

 2/22/11
 OFMB  Contract Administrator
 2/22/11
 E. Jan 2/22/11

B. Legal Sufficiency:  2/17/11

 Assistant County Attorney

C. Other Department Review:

Department Director

ORIGINAL



**2011 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INDIAN RIVER LAGOON LICENSE PLATE
FUNDING AGREEMENT**

Recipient: Palm Beach County ERM Recipient's :Harper Carroll--- PM Address: 2300 N. Jog Road-4th floor West Palm Beach, FL 33411 Telephone No (561)- 233-2400 Fax: (561) 233-2414	Agreement Number: 4600002344 District Funding Amount: \$77,030.00
SFWMD Project Manager: Kathy LaMartina Telephone No.: (772) 233-2600 xt 3603 Fax No. :(772)-223-2608 Email: klamart@sfwmd.gov Contract Specialist: Patrick Wiener Telephone No.: (561) 682-6220 Fax No.: (561) 681-6275 Email: pwiener@sfwmd.gov Address: P.O. Box 24680 3301 Gun Club Road West Palm Beach, FL 33416-4680	
Insurance: Not Applicable	
Federal Employer Identification Number: 59-6000785	
Project Title: Restoration of Natural Wetlands	
Description: 67 acres of shell borrow pits will be restored to natural wetland grades and planted with native vegetation. The project will improve the overall water and habitat quality of Loxahatchee river.	

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

ARTICLE 1 – PROJECT

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

Exhibit A	Statement of Work
Exhibit B	Schedule of Deliverables

ARTICLE 2 - TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall commence on the last date of execution of this **Agreement** and shall continue for a period of one (1) year.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on page one of this **Agreement**. Such amount is a fixed amount and therefore, no additional consideration shall be authorized.
- 3.2 The **Recipient** assumes sole responsibility for all work, which is performed pursuant to Exhibit "A." By providing funding hereunder, the **District** does not make any warranty, guaranty, or any representation whatsoever regarding any of the work performed hereunder, including but not limited to the adequacy or sufficiency of all or any part of work described in Exhibit "A".
- 3.3 The **Recipient** hereby agrees that it shall use other sources of funding for all work associated with the design and permitting aspects of the Project. **District** funds shall only be used for the Project identified in Exhibit "A".

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the Project. The **Recipient** shall provide certification that the Project has been completed in accordance with Exhibit “A” of this **Agreement**.
- 4.2 The **Recipient’s** invoice shall reference the **District's** Agreement Number and shall be sent to the Accounts Payable department at the following address:

South Florida Water Management District
ATTN: Accounts Payable
3301 Gun Club Road
West Palm Beach, FL 33406

The **Recipient** shall not submit an invoice to any other address at the **District**.

- 4.3 The **Recipient** shall submit the final report/deliverable(s), along with a copy of the invoice, to the Project Manager at the following address:

South Florida Water Management District
ATTN: Kathy LaMartina
3301 Gun Club Rd
West Palm Beach, FL 33406

- 4.4 The **District** shall have the right to inspect all work and review final reports before authorization of payment is made to the **Recipient**. It is the policy of the **District** that payment for all goods and services 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 set forth in the **Agreement** 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 services and/or deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the **District** conditions as detailed in the **Agreement**.

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

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **District** shall be concluded by final written decision of the District Leadership

Team not later than sixty (60) days after the date on which the proper invoice was received by the **District**.

ARTICLE 5 - PROJECT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices, demands, or other communications regarding this **Agreement**, other than those set forth in paragraph 4.2 above, shall be in writing and forwarded to the attention of both the Project Manager and the Contract Specialist noted on the first page of this **Agreement** by certified mail, return receipt requested.
- 5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's** Agreement Number.

ARTICLE 6 - TERMINATION/REMEDIES

- 6.1 It is the policy of the **District** to encourage good business practices by requiring recipients to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with **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 **Agreement**.
- 6.2 If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District's** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. The **District's** Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **Recipient** should be suspended, and if so, for what period of time.
- 6.3 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery to the **Recipient** of a Notice of Termination specifying the extent

to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination for convenience, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** receives an invoice showing the exact amount due to the **Recipient**.

6.4 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 7 - RECORDS RETENTION

7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:

- A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
- B. Examination of Records. The **District** or its designated agent shall have the right to examine in accordance with, generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
- C. Extended Availability of Records for Legal Disputes. In the event that the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to the **Agreement** until the final disposition of the legal dispute, and all such records shall be made readily available to the **District**.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.

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- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.
- 8.4 Pursuant to Section 216.347, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch, or another state agency.
- 8.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 8.7 Pursuant to Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the District's Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this project.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns, during or after the performance on this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 9.2 The **Recipient** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.

- 9.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 10 - GENERAL PROVISIONS

- 10.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 10.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in Articles 1-11
 - (b) Exhibit "A" Statement of Work
 - (c) All other exhibits, attachments, and documents specifically incorporated herein by reference
- 10.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 10.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 10.5 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have

been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. This **Agreement** may be amended only with the written approval of the Parties.

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

- 11.1 The following indemnification clause shall only be applicable to Investor-owned Utilities or Private Entities:

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

- 11.2 Government entities will be responsible for their own acts of negligence up to the amounts in Section 768.28, Florida Statutes. The entity assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions. This in no way means that an agency consents to be sued. It should warrant and represent that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of their employment during performance under this **Agreement**. It is further agreed 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; of (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

- 11.3 The following shall only apply if the work is being performed on **District** property:

The **Recipient** shall procure and maintain, through the term of this **Agreement**, insurance coverage, which will be determined after the evaluation of the Statement of Work as to the amounts and conditions. The coverage required shall extend to all employees and subcontractors of the **Recipient**. The Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers, effective and expiration dates of each type of coverage required. The insurance carrier's authorized representative shall sign the Certificate.

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

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Jessica J. Flathmann, Procurement Director

Date: _____

Richard S. ...
APPROVED AS TO TERMS
AND CONDITIONS.

Recipient's Legal Name: _____
Karen T. Marcus

By Authorized Official: _____

Title: _____
Chair

Date: _____

Approved as to Form
and Legal Sufficiency

SFWMD Office of Counsel Approved

By: *Mrs. Barbara ...* Date: *2/2/11*

Assistant County Attorney

SFWMD Procurement Approved

By: *Patricia ...* Date: *2-3-2011*

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EXHIBIT "A"

STATEMENT OF WORK

**Palm Beach County
Environmental Resources Management**

**Cypress Creek Restoration
Jupiter Ranch**

- 1.0 Introduction
- 2.0 Benefits to the Indian River Lagoon
- 3.0 Location of Project
- 4.0 Scope of Work
- 5.0 Work Breakdown Structure
- 6.0 Cost Breakdown and Task / Deliverable Schedule (Exhibit "B")

1.0 Introduction

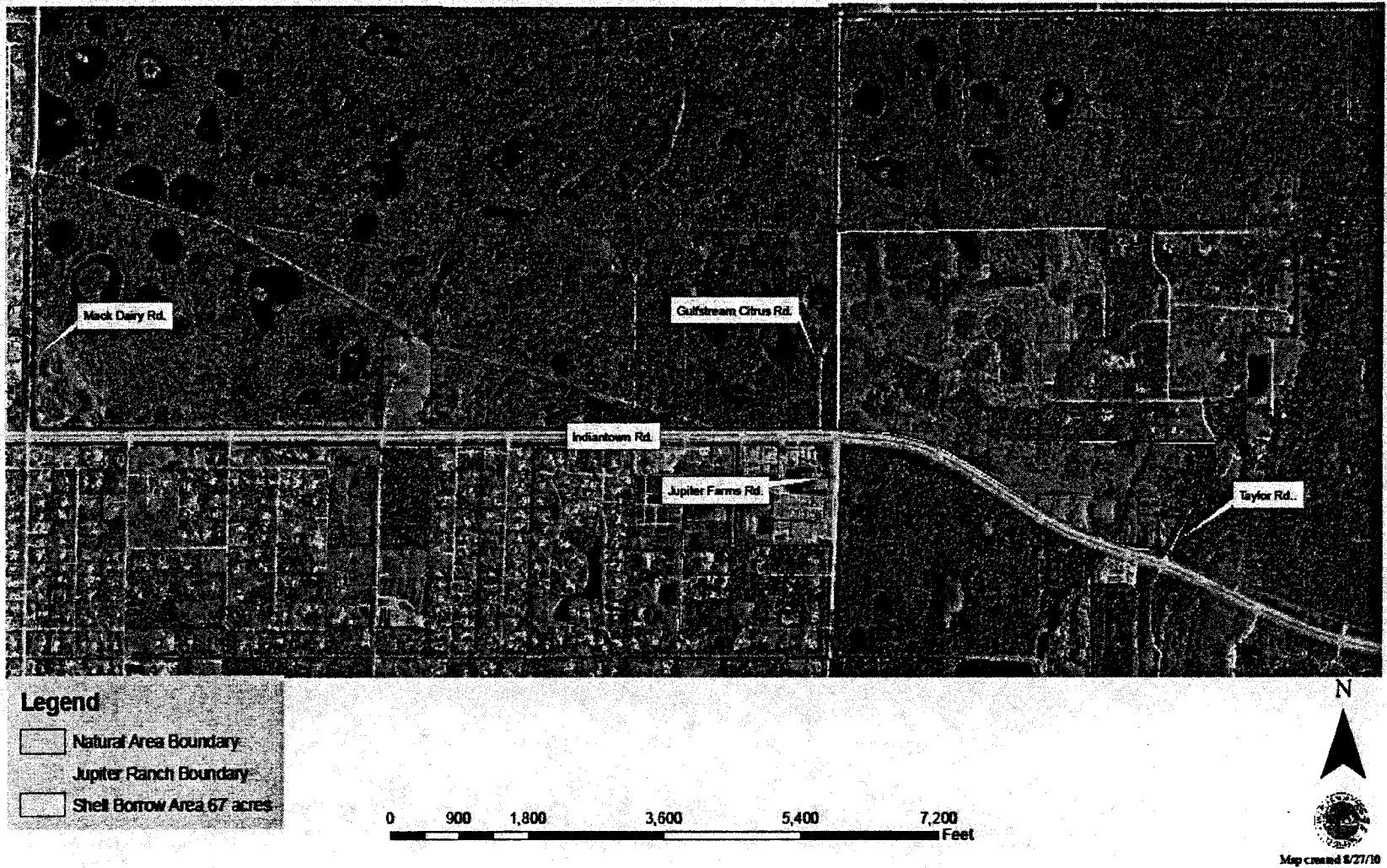
The Cypress Creek Natural Area (Figure 1) is a 2,083 acre property comprised of ten native habitats managed by Palm Beach County Department of Environmental Resources Management ("ERM"). The Natural Area is named for Cypress Creek which is a major tributary to the Wild and Scenic Northwest Fork of the Loxahatchee River and historically has contributed approximately one-third of the flow to the River. The Cypress Creek Natural Area is located within an unincorporated portion of Palm Beach County. The northern boundary of the site is the Cypress Creek Save Our Rivers project owned by the South Florida Water Management District (SFWMD); the eastern boundary is the Loxahatchee River Corridor, owned by SFWMD and managed by Jonathan Dickinson State Park (JDSP).

The 250 acre Jupiter Ranch tract is a portion of the Cypress Creek basin in Palm Beach County, north of Indiantown Road and east of Gulfstream Road that was partially cleared and drained, primarily for agriculture purposes, most recently for cattle ranching. The western portion of Cypress Creek in Palm Beach County was most recently restored with funding assistance from the Loxahatchee River Preservation Initiative (LRPI). The Jupiter Ranch Restoration Project, includes the removal of exotic vegetation from the project area, the restoration and creation of wetlands from areas that have been mined for shell rock, and replanting areas that have been cleared. The project began in spring 2010 with mechanical treatment of exotic vegetation. The mechanical treatment primarily focused on Australian pine, from the spoil piles that were left from the shell mining and was followed by ground control treatment of exotic vegetation, primarily Brazilian pepper, Melaleuca, Australian pine, and Old World climbing fern in the project area. ERM is requesting Indian River Lagoon License Plate funding for the final phase of this project. Task 1 will involve approximately 67 acres of wetlands to be restored and/or created from the shell borrow pit areas. The areas will be contoured to more natural wetland grades and elevations. Task 2, planting of native vegetation will occur along trails, wetlands and buffer lands. It is anticipated that the majority of the 67 acres of wetlands will re-vegetate naturally, though some of the wetland edges will be planted.

The project is part of a watershed-based effort to protect the Loxahatchee River. The purpose of this project is to address the problems associated with hydrological changes in the Cypress Creek basin caused by the detrimental effects of land clearing, shell mining and cattle ranching in the area. Invasive exotic vegetation was removed to help insure the long-term survival of the diverse habitats and natural vegetation communities, along with at least 31 listed plant and animal species. The project will provide enhancement of water resources benefitting the Loxahatchee River and ultimately the Indian River Lagoon (IRL) including natural water quality improvement, storm water attenuation and base-flow maintenance. The property proposed for restoration is adjacent to, and will provide public use opportunities and linkages to Palm Beach County's Riverbend Park, Jonathan Dickinson State Park and Cypress Creek in Martin County.

Cypress Creek Natural Area - Jupiter Ranch Restoration Project

Exhibit 1. Location of Cypress Creek Natural Area, Jupiter Ranch Tract



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Table 1. Permits required and obtained for the Project.

Permit	Agency	Permit Number	Date permit was obtained
Nation Wide 27	USACOE	SAJ-2007-04700 (NW-EGR)	October 26, 2007
Environmental Resource	SFWMD	50-08174-P	November 10, 2009

2.0 Benefits to the Indian River Lagoon

The project is part of a water-shed based effort to protect the Loxahatchee River. The project will improve the overall water quality, storm water attenuation and base-flow maintenance. Base flows to the River will be extended and suitable habitat for listed species (area has been identified as a strategic habitat conservation area for the Florida Sandhill Crane) will be re-established.

3.0 Location of Project

The Jupiter Ranch site is a portion of Cypress Creek basin in Palm Beach County, north of Indiantown Road and east of Gulfstream Road and west of Taylor Road. The project is located in Cypress Creek Natural Area in northern Palm Beach County, west of the Florida Turnpike, (Figure 1).

4.0 Scope of Work

This project consists of the scraping down of shell pits and recontouring areas by moving the fill and spoil berms created during the original excavation of the shell material from the project site. This work will be performed using heavy equipment (e.g., excavators, dozers and front-end loaders) from a County master agreement, working on an hourly basis. ERM staff will supervise all aspects of this operation. Planting will be done utilizing both volunteers and planting contracts.

5.0 Work Breakdown Structure

Task 1: 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, to remove old access roads, and to reconnect existing on site wetlands and sloughs. The heavy equipment would be supervised by ERM staff and be supplied by local County master agreement contractors, on an hourly basis. This allows 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 2011 dry season.

Task 2: Planting

County staff will write planting contracts and also purchase plants that will be installed by volunteers, primarily along trails and buffer areas, and along edges of the wetland restoration/creation areas.

EXHIBIT "B"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

- A summary deliverable schedule associated with this project is set forth below. The schedule is based on a one (1) year agreement.
- All deliverables submitted hereunder are subject to review by the District. Due dates for all deliverables are based on the number of weeks from the date of agreement execution. The Recipient hereby agrees to provide the District all deliverables, data and information described in the Statement of Work in both written and electronic four-digit format.
- Payment shall be made following receipt and acceptance by the District of project deliverables in accordance with the schedule set forth below. Total payment by the District for all work completed herein shall not exceed the amount of \$77,030.00. All payments are subject to District fiscal year appropriations.
- If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of this AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary.

Task No.	Deliverables	Due Date	Payment
1	Letter of Completion	52 weeks	\$77,030.00
	Total		\$77,030.00

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

3654 - Environmental Resources Capital Projects Fund

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING
	BUDGET	BUDGET			BUDGET	/ Expended	
						2/15/2011	
<u>REVENUES</u>							
381-E406 Cypress Creek Natural Are: 4399 Oth Phys Environment Rev	0	0	77,030	0	77,030		
TOTAL RECEIPTS & BALANCES	16,401,406	16,207,001	77,030	0	16,284,031		
<u>EXPENDITURES</u>							
381-E406 Cypress Creek Natural Are: 6504- Iotb Non Infrastructure	497,112	360,470	77,030	0	437,500	83,197	354,303
TOTAL APPROPRIATIONS & EXPENDITURES	16,401,406	16,207,001	77,030	0	16,284,031		

Environmental Resources
Management

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

Signatures & Dates

Richard E. Walshy 2/14/11

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

March 15, 2011

Deputy Clerk to the
Board of County Commissioners