

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 15, 2012

Consent

Regular

Workshop

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 Funding Agreement (Purchase Order 95000) No. 4600002634 with the South Florida Water Management District (SFWMD) in the amount of \$30,000 from Indian River Lagoon License Plate Funding, to reimburse the County for exotic vegetation removal associated with the Fullerton Island Restoration project, expiring on May 15, 2013;

B) approve Budget Amendment of \$30,000 in the Natural Areas Fund (Manatee Protection Program); and,

C) authorize the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and necessary minor amendments that do not change the scope of work, terms or conditions of this Agreement.

Summary: This agenda item acknowledges and formally accepts, for budgetary purposes, \$30,000 from the SFWMD. The agreement acknowledges a 25% cash match (\$7,500) from the Manatee Protection Fund. The work covered under this funding agreement includes the selective clearing of exotic vegetation which is impacting existing mangroves. The work will be completed by an annual contractor. The agreement expires within one year of execution.

District 1 (AH)

Background and Justification: Palm Beach County Board of County Commissioners approved the Interlocal Agreement with the Town of Jupiter for the Fullerton Island Enhancement Project on October 18, 2011 (R2011-1633). This contract represents phase 1 of the overall restoration project.

Attachments:

1. Contract Agreement No. 4600002634
2. Budget Amendment (1226)

Recommended by:

Beth Altieri
Department Director

4/23/12
Date

Approved by:

AD Lee
County Administrator

[Signature]
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$37,500	_____	_____	_____	_____
External Revenues	(\$30,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$7,500</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No <u>X</u> _____		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

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

Indian River Lagoon License Plate Funding – SFWMD \$30,000
 Manatee Protection Program – Fullerton – 1226-3079 \$7,500
 (Available in FY2012 Budget)

C. Department Fiscal Review:

[Handwritten signature]

III. REVIEW COMMENTS

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

[Handwritten signature] 4/27/2012
 OFMB *[Handwritten initials]* 4/26/12
[Handwritten signature] 5/3/12
 Contract Development and Control
 5-2-12 *[Handwritten initials]*

B. Legal Sufficiency:

[Handwritten signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

ORIGINAL



**2012 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INDIAN RIVER LAGOON LICENSE PLATE
FUNDING AGREEMENT**

Recipient: Palm Beach County Board of
County Commissioners
Department of Environmental Enhancement &
Restoration

Recipient's Project Manager: Carolyn Beisner

Address: 2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

Telephone No: (561) 233-2400

Fax: (561) 233-2414

Email: rrobbins@pbcgov.org

Agreement Number: 4600002634

Purchase Order: 950000 _____ to be referenced on
all Invoices.

District Funding Amount: \$30,000.00

SFWMD Project Manager: Kathy LaMartina

Telephone No.: (561) 682-6594

Fax No.: (561) 682-2375

Email: klamart@sfwmd.gov

Contract Specialist: Donna Lavery

Telephone No.: (561) 682-6420

Email: dlavery@sfwmd.gov

Address:

P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

Insurance: Not Applicable

Project Title: Fullerton Island Restoration Project

Description: Clear exotic vegetation, scrape spoil material, create mangrove and seagrass habitat

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 Accounts Payable at the following address:

**South Florida Water Management District
ATTN: Accounts Payable
P.O. Box 24682
West Palm Beach, Florida 33416-4682**

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

4.3 The **Recipient** shall submit the quarterly reports and all other deliverables, along with copies of all invoices, to the Project Manager at the following address:

**South Florida Water Management District
ATTN: Kathy LaMartina
3301 Gun Club Road
West Palm Beach, FL 33406
Phone: 561-682-6594 Fax: 561-682-2375
Email: klamart@sfwmd.gov**

4.4 The **District** shall have the right to inspect all work and review all 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 Procurement Bureau Chief 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**.

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. 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.

- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** 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** determines the exact amount due to the **Recipient**.
- 6.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 7 - RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** 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.
- 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; or (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: _____
Dorothy Bradshaw, Procurement Bureau Chief

Date: _____

SFWMD Office of Counsel Approved

By: M. S. Boulger Date: 4/10/12

SFWMD Procurement Approved

By: Chang Date: 4-9-12

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Shelley Vana

Title: _____
Chair

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Mark J. Joy 5/4/12
ASSISTANT COUNTY ATTORNEY DATE

[Signature]
APPROVED AS TO TERMS AND CONDITIONS.

EXHIBIT "A"
STATEMENT OF WORK
Fullerton Island Restoration – Exotic Removal

1.0 INTRODUCTION

Fullerton Island was historically a peninsula surrounded by mangroves along the Jupiter River. In the late 1800's the Florida East Coast Canal Company dredged a canal through the meandering Jupiter River to Lake Worth, resulting in the creation of the island. Over the years, additional fill from channel dredging was placed on the island and the parcel became infested with non-native invasive vegetation, resulting in the loss of productive wetland habitat such as mangroves and seagrasses.

This contract represents phase 1 of the overall restoration project, which includes habitat restoration and water quality improvements in partnership with Palm Beach County's Department of Environmental Resources Management, Parks and Recreation Department and the Town of Jupiter. Phase 1 is the removal and/or treatment of selected exotic vegetation throughout the island.

2.0 BENEFITS TO THE IRL

The project benefits the Indian River Lagoon by removing and treating exotic vegetation, which impacts existing mangroves, and creating additional mangrove, seagrass and oyster reef habitat. The project restores valuable habitat for invertebrates, fisheries, wading birds and manatees.

3.0 LOCATION OF PROJECT

Fullerton Island is located in the Loxahatchee River watershed just south of the Jupiter Inlet near Burt Reynolds Park in Jupiter, Florida. The project is within the Jupiter Sound region of the Jensen Beach to Jupiter Inlet Aquatic Preserve. The seagrass beds in this region are of the highest quality in Palm Beach County, thus the high ecological ranking and protection.

4.0 SCOPE OF WORK

The project includes the selective clearing of exotic vegetation which is impacting existing mangroves. The exotic vegetation will be hand cleared and treated in place by an annual contractor.

5.0 WORK BREAKDOWN STRUCTURE

All work will be performed by a contractor, who will be responsible for providing all labor, equipment, and supplies. This work will be strictly monitored by the County's Environmental Resource Management Department to ensure that existing mangroves are preserved in this ecologically sensitive area.

6.0 PROJECT COST BREAKDOWN AND TASK/ DELIVERABLE SCHEDULE

TASK Number #1: Prepare scope of work for Contractor

Deliverables: Map of exotics to be removed

Schedule: September 2012

TASK Number #2: Site visit with contractor

Deliverables: Annual contractors cost estimate based on county contract

Schedule: December 2012

TASK Number #3: Exotic removal

Deliverables: Photos of exotic removal; Progress report; Invoice; Proof of payment

Schedule: April 2013

TASK Number #4: Grant Administration

Deliverables: Quarterly Reports & Final Report

Schedule: Quarterly

Funding Proposal

Total Project Cost:	\$37,500
IRL Grant:	\$30,000
PBC Match:	\$ 7,500 (25%)

Funds Commitment: Palm Beach County has secured \$202,500 from the Manatee Funds and in-kind services.

EXHIBIT "B"
PAYMENT & DELIVERABLE SCHEDULE

If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of this AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary.

The Recipient shall be responsible for submitting Quarterly Reports starting after the first quarter following contract execution. The Recipient shall be responsible for all aspects of managing and completing the project as described in Exhibit "A".

Payment of invoices is contingent upon the partnering agency providing documentation with each invoice of a minimum 25% cost share and the deliverables as described in the Payment and Deliverable Schedule.

TASK	Deliverable	Schedule (Time from Contract Execution)	District Payment
Task 1: SOW	Prepare scope of work for Contractor	September 2012	
Task 2: Task Order	Annual contractors estimate based on county contract rates	December 2012	
Task 3: Construction	Proof of Payment; Invoice; Progress Report Forms; Photos of construction process.	April 2013	\$30,000
Task 4: Grant Administration	Quarterly Reports & Final Report	Quarterly	
TOTAL			\$30,000

2012 - 0805

BGEX - 380 - 0417120000000001325
 BGRV - 380 - 0417120000000000521

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED	REMAINING
	BUDGET	BUDGET			BUDGET / Expended	
					4/17/2012	
REVENUES						
<u>Fullerton Island Restoration</u> 380-3079	3403 State Grant - Physical Env	0	0	30,000	0	30,000
TOTAL RECEIPTS & BALANCES		23,093,677	28,065,719	30,000	0	30,000
EXPENDITURES						
<u>Fullerton Island Restoration</u> 380-3079	3401 - Other Contractual Services	202,500	202,500	30,000	0	225,590
TOTAL APPROPRIATIONS & EXPENDITURES		23,093,677	28,065,719	30,000	0	225,590

Environmental Resources
 Management

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

Signatures & Dates

[Signature] 4/21/12
[Signature] 4/21/2012
 JS 4/26

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

May 15, 2012

Deputy Clerk to the
 Board of County Commissioners