

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 16, 2014

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: **A) receive and file** a fully executed 2014 South Florida Water Management District (SFWMD) Indian River Lagoon License Plate Funding Agreement for an environmental restoration project at Jupiter Beach Park; and **B) approve** Budget Amendment of \$67,100 within the Park Improvement Fund (\$60,000 from SFWMD and \$7,100 from Jupiter Inlet District) to establish budget for the approved grant project.

**Summary:** On August 19, 2014, the Board authorized submission of an Indian River Lagoon License Plate grant application to the SFWMD, R2014-1196, for environmental restoration at Jupiter Beach Park. This \$60,000 Indian River Lagoon License Plate grant will be matched with \$20,000 from the Parks and Recreation Department Capital Budget. The Board also authorized the County Administrator or his designee to execute the grant funding Agreement, SFWMD Agreement No. 4600003115, and other standard state and/or federal grant forms related to this project if the grant was approved. This grant was approved, the SFWMD Agreement has been fully executed, and is now being submitted to the Board to receive and file.

The Jupiter Inlet District has contributed \$7,100 to expand the scope of this project to be used for environmental restoration and drainage improvements, with a portion of the funding to go towards additional parking adjacent to the Jetty. District 1 (AH)

**Background and Justification:** The Indian River Lagoon License Plate grant is funded through the sale of specialty license plates sold in Palm Beach County. Project elements include: removal of exotic vegetation along the tidal creek and replanting native vegetation for stabilization of the shoreline to reduce erosion and provide shade for park patrons; creation of a dry retention area to reduce stormwater sheet flow from the road and parking lot into the tidal creek; creation of three additional parking spaces (one will be ADA accessible); and installation of an ADA crosswalk and sidewalk to connect the parking area to the existing restroom. The term of this agreement is for a period of one year from the date the document was fully executed, or from November 3, 2014 until November 2, 2015. Jupiter Beach Park is a 46.49 acre oceanfront park located in northern Palm Beach County on the south side of the Jupiter Inlet. This park is located directly east of the 18.69 acre DuBois Park. These two parks function as a single property separated only by a tidal creek and are among the most popular parks in the County with almost one million visitors annually.

**Attachments:**

1. Funding Agreement
2. Jupiter Inlet District Contribution Memo
3. Budget Amendment

Recommended by: \_\_\_\_\_

Egon Cole  
Department Director

11/14/2014  
Date

Approved by: \_\_\_\_\_

[Signature]  
Assistant County Administrator

11/21/14  
Date


II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	87,100	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(67,100)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	20,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
Is Item Included in Current Budget?	Yes		No	X	
Budget Account No.:	Fund	Department	Unit		
	Object	Program			


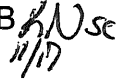
B. Recommended Sources of Funds/Summary of Fiscal Impact:

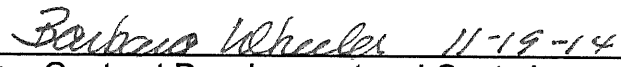
SFWMD grant	3600-581-P808	\$60,000
Jupiter Inlet District contribution	3600-581-P808	\$7,100
Tree Replacement Program	3600-581-P555	\$10,000
ADA Compliance Measures	3600-581-P757	\$10,000
Total Grant Project Cost		\$87,100

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

  
OFMB  11/18/14

  
for Contract Development and Control 11-19-14

B. Legal Sufficiency:

  
Assistant County Attorney 11-20-14

C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 10/95  
ADM FORM 01

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



2014 SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
INDIAN RIVER LAGOON LICENSE PLATE  
FUNDING AGREEMENT

<b>Recipient: Palm Beach Board of County Commissioners</b>  <b>Recipient's Project Manager:</b> Jean Matthews, Senior Planner  <b>Address:</b> 2700 6 <sup>th</sup> Avenue South Lake Worth, FL 33461  <b>Telephone No.:</b> (561) 966-6652 <b>Email:</b> <a href="mailto:jmatthew@pbcgov.org">jmatthew@pbcgov.org</a>	<b>Agreement Number: 4600003115</b>  <b>PO Number: 950000 <u>6180</u></b> Must reference above on all invoices.  <b>District Funding Amount: \$60,000.00</b>
<b>SFWMD Project Manager: Kathy LaMartina</b>  <b>Telephone No.:</b> (561) 602-8407  <b>Email:</b> <a href="mailto:klamart@sfwmd.gov">klamart@sfwmd.gov</a>  <b>Contract Specialist: Donna Lavery</b>  <b>Telephone No.:</b> (561) 682-6420  <b>Email:</b> <a href="mailto:dlavery@sfwmd.gov">dlavery@sfwmd.gov</a>  <b>Address:</b> 3301 Gun Club Road P.O. Box 24680 West Palm Beach, FL 33416-4680	
<b>Insurance: NA</b>	
<b>Federal Employer Identification Number: 59-60000785</b>	
<b>Project Title: Jupiter Beach Park Environmental Restoration Project</b>  <b>Description: Exotic vegetation removal and replanting with native vegetation for a 1.07 acre project area, stabilization of the tidal creek shoreline, construction of a dry retention area to treat stormwater runoff, construction of three additional parking spaces, and a crosswalk and sidewalk to connect the parking to the restroom. Plans and specifications are complete, and construction can commence within 30 days of execution of the agreement.</b>	

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:** Payment and Deliverable Schedule

#### 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 reimburse the **Recipient** an amount not to exceed the **District** Funding Amount specified on page one (1) of this **Agreement**. Such amount is contingent upon **Recipient's** documentation verifying actual expenditures of the invoiced amount for the **District's** reimbursement of seventy-five (75%) of the project costs and **Recipient's** documentation of at least twenty-five percent (25%) of the total project costs (match). **Recipient's** match may be documented by direct expenses and/or in-kind services. The **District** shall only be obligated to pay for documented actual expenditures within the not-to-exceed amount specified on the cover page of this **Agreement** and therefore, no additional consideration shall be authorized.
- 3.2 The **Recipient** assumes sole responsibility for all work, which shall be 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 and tasks identified in Exhibit "A".

#### **ARTICLE 4 – FUNDING PAYMENTS AND REPORTING**

- 4.1 The **District** shall make payment to the **Recipient** in accordance with Exhibit "B" of this Agreement.
- 4.2 **Recipient** shall send its invoices and any attachments to [APInvoice@sfwmd.gov](mailto:APInvoice@sfwmd.gov) and a copy to the District's Project Manager. All invoices must reference the **Recipient's** legal name as authorized to do business with the State of Florida; **District's** Agreement Number and Purchase Order (PO) Number as specified on the cover/signature page of the Agreement; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. **Recipient** shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the **Recipient's** name and the PO number, and 3) provide all required attachments including documentation of actual expenditures with the invoice file. If email or pdf filing is not possible, the **Recipient** must provide the above to the following address:

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

**Recipient** must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Agreement in order to receive prompt payment by the **District** as described in Section 218.70, F.S. **Recipient's** failure 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**.

- 4.3 The **Recipient** shall submit the quarterly reports and all other deliverables, along with copies of all invoices, and documentation of the actual costs incurred and invoiced to the District for its 75% reimbursement and the Recipient's 25% match, to the Project Manager at the following address:

***South Florida Water Management District  
ATTN: Kathy LaMartina  
421 SW Camden Ave. #1  
Stuart, FL 34994  
Phone: 772-221-4060 Ext. 26  
Email: klamart@sfwmd.gov***

- 4.5 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**.
- 6.2 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**.

## 7.2 Public Records

- A. **Compliance with Florida Laws:** **Recipient** must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If **Recipient** asserts any exemptions to Florida's public records laws, **Recipient** has the burden of establishing and defending the exemption. **Recipient's** failure to comply with this section is a breach of this **Agreement**.
- B. **Recordkeeping and Public Access:** If **Recipient** receives a request from any member of the public for records associated with this **Agreement**, the **Recipient** must promptly provide the requested records to the person requesting them and provide written notice to the **District** of what was requested and what it provided to the requestor. In addition, **Recipient** must: (1) keep and maintain public records that ordinarily and necessarily would be required by the **District** in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the **District** would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the **District** all public records in possession of the **Recipient** upon termination of the **Agreement** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **District** in a format that is compatible with the information technology systems of the **District**. At the conclusion of the **Agreement** with the **District**, **Recipient** shall provide all

applicable records associated with this **Agreement** on electronic media (CD-ROM or USB flash drive).

#### 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 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.
- 8.4 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.
- 8.5 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.8.7Pursuant 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.
- 8.6 The **Recipient** acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or contractors who shall perform work is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. The **Recipient** further understands and accepts that this **Agreement** shall be either void by the **District** or subject to immediate termination by the **District** in the event

there is any misrepresentation or false certification on the part of the **Recipient**. The **District**, in the event of such termination, shall not incur any liability to the **Recipient** for any work or materials furnished.

#### 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** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this **Agreement** and any signatory hereon shall be considered for all purposes as original.
- 10.6 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.

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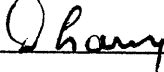
IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**


By:   
Dorothy Bradshaw, Procurement Bureau Chief

Date: 11/3/14 *dim*

**SFWMD Procurement Approved**

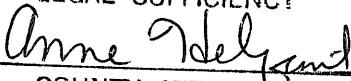
By:  Date: 9.16.14

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By:   
Authorized Official

Title: Director, Palm Beach County Parks & Recreation

Date: Sept. 16, 2014

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
  
COUNTY ATTORNEY

**Exhibit "A"**  
**STATEMENT OF WORK**

**1.0 INTRODUCTION**

Jupiter Beach Park is a 46.49 acre county owned oceanfront park located in northern Palm Beach County on the south side of the Jupiter Inlet. This park is located directly west of the 18.69 acre DuBois Park. These two parks function as a single property separated only by a guarded tidal creek which is used for wading and swimming. These parks are among the most popular beachfront parks in the county with almost one million visitors annually. These parks feature over 1,800 linear feet of guarded beach along the Atlantic Ocean; a 300+ foot long jetty, located on the inlet, which serves as a fishing pier providing opportunities for salt water fishing along both the Jupiter Inlet and the Atlantic Ocean, a tidal creek, picnic facilities, restrooms, beach volleyball, playground, water taxi landing, 17 day-use docks, and the historic DuBois Pioneer Home. The parks are also home to a cannon and anchor recovered in July 1987 from the 1659 Spanish ship wreck San Miguel which sunk approximately 200 yards east of Jupiter Beach Park.

The project site is located in one of the most biologically diverse areas in the United States. The park is situated at the southern terminus of the Indian River Lagoon (a U.S. Environmental Protection Agency's National Estuary Project) and at the eastern terminus of the Loxahatchee River (a federally designated Wild and Scenic River), and is also located adjacent to the Jensen Beach and Jupiter Inlet Aquatic Preserve. In addition, this section of beach has among the highest number of sea turtle nests in the United States.

The main goal of this project is to create habitat and reduce stormwater runoff in order to improve water quality in the tidal creek and in the Indian River Lagoon.

The tidal creek has a direct connection to the Jupiter Inlet and the Indian River Lagoon, and the water in the tidal creek flushes into and out of the inlet during tide changes. The tidal creek is popular with families with young children. The tidal creek is staffed by ocean rescue lifeguards, and the water is generally shallow and ideal for children.

The Palm Beach County Health Department has issued six "No Swimming Advisories" for the tidal creek since January 1, 2014, due to high levels of enterococci bacteria. The County's Department of Environmental Resource Management is in the process of completing an extensive study to pinpoint the source or sources of the pollution. Once the study is complete, the County will enact an action plan to address all sources of pollution. The Loxahatchee River District (ENCON) is installing sewer lines and requiring homeowners and businesses in proximity of the tidal creek and Inlet to convert from septic tanks to sanitary sewer, the elimination of septic tanks should result in improved water quality. The grading and drainage improvements proposed as part of this project will reduce road and parking lot stormwater runoff which currently sheet flows directly into the tidal creek.

Removal of invasive exotic vegetation from upland areas adjacent to the tidal creek and replanting with native species will create both tree canopy cover for shade as well as to create wildlife habitat for numerous listed and endangered species. 35 mature Australian pines will be removed as part of this project, thereby eliminating their seed source.

## **2.0 BENEFITS TO THE INDIAN RIVER LAGOON**

This project is expected to benefit the Indian River Lagoon primarily by enhancing the overall viability of the ecosystem by improving water quality by reducing stormwater sheet flow into the tidal creek and ultimately into the Jupiter Inlet and Indian River Lagoon.

## **3.0 PROJECT LOCATION**

The proposed project is located in Jupiter Beach Park, 1375 Jupiter Beach Road, Jupiter, Florida 33477. This oceanfront park is located in northern Palm Beach County on the south side of the Jupiter Inlet.

## **4.0 SCOPE OF WORK**

The project includes removal of 35 Australian Pines and replanting with native vegetation including Gumbo Limbo, Sea Grape and Spartina to provide habitat, stabilizing the eastern shoreline of the tidal creek to reduce erosion, construction of a dry retention area to prevent sheet flow from the road and parking lot directly into the tidal creek and construction of three new parking spaces (one ADA and two regular) to provide additional access at this busy beachfront park, and construction of a crosswalk and sidewalk to connect the parking area to the existing restroom.

## **5.0 WORK BREAKDOWN STRUCTURE**

All work will be performed by an annual contractor who will be responsible for providing all labor, equipment, and supplies. Every effort will be made by the contractor to avoid damage to native vegetation and wildlife. This work will be strictly monitored by Park and Recreation Department staff to ensure that no collateral damage is inflicted in this ecologically sensitive area.

### **Tasks**

- Exotic vegetation removal
- Earthwork, paving and drainage
- Installation of native vegetation and sod

Work is expected to commence in the fall of 2014 and is estimated to take approximately four months to complete. The timeline is substantially longer than anticipated for the project, however, an allowance is built in for unexpected site conditions or other possible unforeseen delays.

**EXHIBIT "B"**  
**TASK & DELIVERABLE SCHEDULE**

Recipient may invoice the District requesting a reimbursement of 75% of the total costs to complete each deliverable within the not-to-exceed maximum amount shown below. Payment is contingent upon the Recipient providing documentation with each invoice showing actual expenditures, including its minimum 25% cost share, as well as providing the deliverables as described in the Payment and Deliverable Schedule. The District shall only be obligated to reimburse for documented actual expenditures within the not-to-exceed amounts specified below.

All deliverables submitted hereunder are subject to review and acceptance by the District. Acceptability of all work will be based on the judgment of the District that the work is technically complete and accurate.

The Recipient shall be responsible for submitting Quarterly Reports starting after the first quarter following Agreement execution to the District Project Manager. The Recipient shall deliver to District a complete set of deliverables for this task including a summary sheet of all invoices paid for each period. The Recipient shall be responsible for all aspects of managing and completing the project as described in Exhibit "A".

TASK	DELIVERABLES (quarterly and final reports)	SCHEDULE (time from contract execution)	NOT TO EXCEED AMOUNT
Exotic Removal	Photos of removal activity	2 months	
Earthwork, paving and drainage	Photos of dry retention and additional parking	4 months	
Installation of native vegetation	Photos of native vegetation	8 months	
	Total		\$60,000.00

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1

BGRV 581 110614\*110  
BGEX 581 110614\*325

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/06/14	REMAINING BALANCE
<b><u>REVENUES</u></b>								
3600-581-P808-6692	Other Contribtns And Donations Capital	0	0	7,100	0	7,100	0	7,100
3600-581-P808-6694	Grant From Oth Non-Govt	0	0	60,000	0	60,000	0	60,000
<b>TOTAL RECEIPTS &amp; BALANCES</b>								
		8,099,439	7,639,615	67,100	0	7,706,715		
<b><u>APPROPRIATIONS</u></b>								
3600-581-P808-6520	Park Improvements	0	0	67,100	0	67,100	0	67,100
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>								
		8,099,439	7,639,615	67,100	0	7,706,715		

Signatures

Date

By Board of County Commissioners

At Meeting of

December 16, 2014

Deputy Clerk to the Court

Parks and Recreation Department  
**INITIATING DEPARTMENT/DIVISION**

Administration/Budget Department Approval

OFMB Department - Posted