

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2016 Consent Regular
 Workshop Public Hearing

Department: Palm Beach County Cooperative Extension Service

Submitted by: Palm Beach County Cooperative Extension Service

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with the Palm Beach Soil and Water Conservation District in an amount not to exceed \$79,000 to provide soil and water resource conservation services for FY 2017.

Summary: This Agreement provides funding for the Palm Beach Soil and Water Conservation District's ("District") Resource Conservation Activities. The District provides resource conservation services to rural, agricultural, and urban communities to facilitate soil and water conservation in Palm Beach County. Services include agricultural technical assistance, Best Management Practices implementation assistance and education to conserve water through irrigation, improve water quality and quantity in Palm Beach County. Countywide (AH)

Background and Justification: The District has been supported by the Board of County Commissioners since 1979. The District provides resource conservation services to rural, agricultural, and urban communities to facilitate soil and water conservation in Palm Beach County. Services include soil information, technical assistance, conservation education and free assistance to improve water quality and quantity in Palm Beach County.

This Agreement requires Palm Beach County to provide \$79,000 in funding to the District for payment of soil and water resource conservation services and health insurance benefits. This is for the same amount that was provided to the District for FY 2016. The remaining contributions for the District's \$244,500 budget come from USDA Natural Resources Conservation Service, Florida Department of Agricultural Consumer Services, and various Palm Beach Soil and Water Conservation District programs and services. Since FY 1991 Board direction provided that the program be funded under "Contributions to Other Government Agencies".

This Agreement for FY 2017, in accordance with previous Board directives includes language, which provides for the District to make good faith efforts to include small business enterprises for procurement opportunities. Monitoring responsibilities have been assigned to the Palm Beach County Cooperative Extension Service Department.

Attachments:

1. Agreement with Palm Beach Soil and Water Conservation District

Recommended By: Emad K. Taw 22 AUGUST 2016
 Department Director Date

Approved By: Nancy L. Balch 9/8/16
 for Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$79,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$79,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____
 Budget Account No.: Fund 0001 Dept. 310 Unit 3001 Object 8101
 Program _____

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

Funds have been budgeted in FY 2017 Budget Account "contributions to Other Governmental Agencies" as listed above.

C. Departmental Fiscal Review: Joan N. McLee

III. REVIEW COMMENTS

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

Jane Pomeroy 9/25/16
 et 9/24 OFMB/Budget
 ASD 9/25

Dr. J. Jacobson 9/18/16
 Contract Development and Control
 9/17/16 RW

B. Legal Sufficiency:

Anne Delgado 9/18/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

THIS AGREEMENT is made as of the ___ day of _____, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as the "COUNTY", and Palm Beach Soil and Water Conservation District hereinafter referred to as the "DISTRICT", a political subdivision of the State of Florida, whose address is:

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

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

ARTICLE 1. SERVICES TO BE PROVIDED BY THE DISTRICT

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

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

ARTICLE 2. PAYMENTS TO DISTRICT/REIMBURSABLE

The COUNTY shall pay to the DISTRICT as reimbursement of the DISTRICT'S expenses for services rendered, including payment of insurance benefits, an amount not to exceed Seventy-Nine Thousand Dollars (\$79,000.00). The DISTRICT will bill the COUNTY on a monthly basis, or as otherwise provided, for expenses actually incurred and paid for, as provided in the Scope of Work.

All invoices for payment under the terms of this Agreement shall include copies of paid receipts, canceled checks, invoices, or other documents acceptable to the Palm Beach County Finance Department. Any travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes. Any amounts not billed or submitted in time for payment by the end of the COUNTY'S fiscal year (September 30, 2017) shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amount.

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

ARTICLE 3. AVAILABILITY OF FUNDS

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

ARTICLE 4. INSURANCE

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

- A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The DISTRICT shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall clearly indicate that the DISTRICT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the DISTRICT of its liability and obligations under this Agreement.
- B. The DISTRICT shall maintain, during the life of this Agreement, comprehensive general liability insurance in the amount of Two Hundred Thousand Dollars (\$200,000.00) per claimant and Three

Hundred Thousand Dollars (\$300,000.00) per occurrence to protect the DISTRICT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by DISTRICT or by anyone directly employed by or contracting with the DISTRICT. The DISTRICT shall provide this coverage on a primary basis. Palm Beach County, through its Board of County Commissioners, shall be listed as additional insured.

- C. The DISTRICT shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of Two Hundred Thousand Dollars (\$200,000.00) per claimant, and Three Hundred Thousand Dollars (\$300,000.00) per occurrence for bodily injury and property damage liability insurance to protect the DISTRICT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the DISTRICT or anyone directly or indirectly employed by the DISTRICT. This shall not apply to any vehicle owned by Palm Beach County and rented by the DISTRICT from the County's Fleet Management Division and on which the County is providing the insurance. The DISTRICT shall provide this coverage on a primary basis.
- D. The DISTRICT shall maintain Workers' Compensation and Employers Liability in accordance with Florida Statute Chapter 440. The DISTRICT shall provide the coverage on a primary basis.
- E. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 5. INDEMNIFICATION

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

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

ARTICLE 6. WARRANTY/PERSONNEL

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

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

If DISTRICT'S employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R2003-1274, the DISTRICT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The DISTRICT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the DISTRICT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

All of DISTRICT'S personnel while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety, and security.

ARTICLE 7. NONDISCRIMINATION

The DISTRICT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The DISTRICT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the DISTRICT does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that DISTRICT will conform to the COUNTY'S non-discrimination policy as provided in R2014-1421, as amended.

ARTICLE 8. DISTRICT'S PROGRAMMATIC AGREEMENTS

The DISTRICT further agrees:

- (1) To allow COUNTY through its Palm Beach County Cooperative Extension Service Department to monitor DISTRICT to assure that its goals and conduct are met as outlined in the Scope of Work.
- (2) To maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement.
- (3) That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
- (4) That Schedule of Payments provides for monthly submission of expense reports for reimbursement for monies expended for goods and services according to the terms of this Agreement.
- (5) That the COUNTY shall be promptly reimbursed for any funds which are misused or misspent.
- (6) To submit a Utilization Report to the Palm Beach County Cooperative Extension Service Department, in such form and detail as may be specified by COUNTY, within 15 days of the COUNTY'S fiscal year midpoint (not later than April 15th) and end point (not later than October 15th) that reflects the DISTRICT'S progress in attaining its goals as outlined in the Scope of Work.
- (7) To submit an Annual Audit by any independent certified public accountant completed within one hundred twenty (120) days after the end of the DISTRICT'S fiscal year.
- (8) Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the DISTRICT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

ARTICLE 9. TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 10. ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

ARTICLE 11. EFFECTIVE TERM

1. This Agreement shall begin on October 1, 2016.
2. This Agreement shall end on September 30, 2017.

ARTICLE 12. TERMINATION

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

Termination of this Agreement by the DISTRICT must be based on a super majority vote of no less than four (4) out of five (5) Supervisors.

ARTICLE 13. NOTICES

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

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

and if sent to the DISTRICT shall be mailed to:

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

ARTICLE 14. SBE POLICY

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that all business be afforded an opportunity for full participation in the free enterprise system. In order to implement the policy, the Board of County Commissioners of Palm Beach County, Florida is committed to ensuring full and equitable participation by small business enterprises in the provision of goods and services.

The DISTRICT agrees to establish a minimum of 15% SBE participation in the DISTRICT'S competitive purchasing process. The DISTRICT further agrees to provide reports to the Board of County Commissioners upon request in order that Palm Beach County can monitor the participation of Small Businesses Enterprises in its competitive purchasing process.

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 16. AUTHORITY TO PRACTICE

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

ARTICLE 17. REMEDIES

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

ARTICLE 18. ARREARS

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

ARTICLE 19. SEVERABILITY

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

ARTICLE 20. PUBLIC ENTITY CRIMES

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

ARTICLE 21. THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the COUNTY and/or DISTRICT.

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

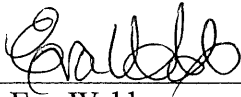
ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Mary Lou Berger, Mayor

PALM BEACH SOIL & WATER
CONSERVATION DISTRICT

BY:  _____
Eva Webb
Board of Governing Supervisors

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
Anne Helfant
Assistant County Attorney

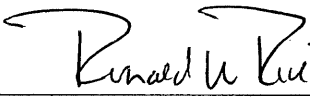
BY:  _____
Ronald Rice
Department Director

EXHIBIT "A"

SCOPE OF WORK

PALM BEACH SOIL AND WATER CONSERVATION DISTRICT

2016 - 2017

Annual Plan of Operations Fiscal Year 2017

PALM BEACH SOIL & WATER CONSERVATION DISTRICT

I. EDUCATION

A. Palm Beach County, State and National "ENVIROTHON" This is a Regional, State and Nationally recognized competitive environmental education program targeted to high school students. The Envirothon involves critical thinking and problem solving in the natural resources area. Local winners go on to the State Envirothon and compete to continue on to the National level, where students are awarded scholarships. Palm Beach County has ranked in the top 20 percentile Nationally and won over \$10,000 in scholarships.

B. Conservation Poster Contest (K-5)
This State and Nationally recognized contest is aimed at involving elementary students in current environmental issues. The poster contest begins at the local level in Palm Beach County and continues to the State Conservation District level and competes to continue on to the National level of competition, where students are awarded cash and savings bonds. Palm Beach County has ranked in the top 3 of the State competition over the past 8 years.

II. CONSERVATION PROGRAMS

A. Agriculture Mobile Irrigation Laboratory (Ag MIL)
The Ag MIL provides agriculture container nurseries with a free evaluation of their irrigation system, which greatly reduces water consumption as well as phosphorus in the Everglades Agricultural Area. Pump Calibrations, recommendations for improved irrigation efficiency, water quality, Best Management Practice (BMP) implementation and cost-share program information are also provided to the nursery growers. During the last fiscal year, the lab documented actual water savings of 4 million gallons of water on over 144 acres of agriculture land. The actual savings is documented from only 25% of the properties evaluated.

B. PBC-BCC Ag Reserve Land Management
The District provides land management services on lands purchased by the BCC with funds from the March 1999 Conservation Lands Bond. The properties are leased for agricultural production and the District works with the lessee to prepare a plan implementing BMPs agreed to by the lessee. The District works as a liaison for the County and visits the farms and growers on a monthly basis. Verification of BMP implementation as well condition of the land is reported. Reports and photos are sent to the County quarterly and a detailed report including crop detail is prepared annually.

C. Urban Mobile Irrigation Laboratory (MIL)
The Urban MIL evaluates irrigation systems to assist landowners and businesses in saving money, water and improving their landscaping. The District works with Home Owner Associations, Municipalities and Towns providing comprehensive irrigation evaluations that are tailored to fit the needs of the client. The District also gives presentations to HOAs, local clubs and other county residence, as well as participates in the Master Gardeners classes bi-annually. The District is currently seeking funding to

expand the program's evaluation component, to provide homeowners with free evaluations, Urban BMP and Florida Friendly Landscaping education.

D. USDA/NRCS - Wetland Restoration Program (WRP) Assistance

The District is working with the USDA/Natural Resources Conservation Services to provide assistance for WRP planning on the ABC-Ranch. The project goal is to return the property to its historic, natural ecological condition. The District is also assisting on the Allapattah property, locating Caracara nesting. These projects will benefit local wetland and wildlife habitat as well as increase public conservation awareness.

III. TECHNICAL INFORMATION

A. Technical Assistance

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

B. Advisory Assistance

District supervisors and employees participate and serve on several local and statewide committees such as National Association of Conservation Districts, Municipal League, Florida Association of Conservation Districts, Florida Conservation District Employees Association, Irrigation Conservation Committee, Florida Nursery Growers Landscape Association, South Florida Fair and Florida Farm Bureau.

C. Liaison to AFCD and NACD

As members of the Association of Florida Conservation Districts and the National Association of Conservation Districts, the District participates and assists with coordination of Area and State meetings annually.

IV. OUTREACH PROGRAMS

A. Palm Beach International Agricultural Summit

B. South Florida Fair

C. Earth Day

D. SFWMD Annual Water Expo

E. City of West Palm Beach Green Business Challenge

F. Educational and Outreach presentations

The District provides conservation educational presentations to elementary students as well as outreach presentations to the general public. The educational presentations are a fun interactive way to teach students about soil and water. The outreach presentations assist the District in promoting their services to the general public and growers throughout the County.