

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Submitted For: Parks and Recreation Department

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$133,333	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(100,000)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	*\$33,333	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund Department Unit
Object Program

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

SFWMD grant	3600-582-P825	\$100,000
* Staff Cost (staff funded through General Fund)	0001-580-5140	33,333
Total Grant Project Cost		\$133,333

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

11/29/16
OFMB 11/29

12/8/16
Contract Development and Control
12/8/16

B. Legal Sufficiency:

12-8-16
Assistant County Attorney

C. Other Department Review:

Department Director

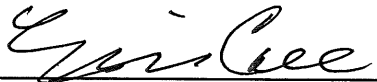
REVISED 10/95
ADM FORM 01

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 582 111616*101
BGEX 582 111616*383

		FUND 3600 - PARK IMPROVEMENT						
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/16/16	REMAINING BALANCE
REVENUES								
3600-582-P825-6694	Grant From Oth Non-Govt	0	0	100,000		100,000	0	100,000
TOTAL RECEIPTS & BALANCES		14,018,497	13,449,036	100,000		13,549,036		
APPROPRIATIONS								
3600-582-P825-6520	Park Improvements	0	0	100,000		100,000	0	100,000
TOTAL APPROPRIATIONS & EXPENDITURES		14,018,497	13,449,036	100,000		13,549,036		

	Signatures	Date	By Board of County Commissioners
Parks and Recreation Department		<u>11-16-16</u>	At Meeting of
INITIATING DEPARTMENT/DIVISION			December 20, 2016
Administration/Budget Department Approval			Deputy Clerk to the Court
OFMB Department - Posted			



**2016 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INDIAN RIVER LAGOON LICENSE PLATE
FUNDING AGREEMENT**

**Recipient: Palm Beach County Board of
Commrs. Dept. Of Parks & Recreation**

**Recipient's Project Manager:
Jean Matthews**

Address:
2700 6th Ave S
Lake Worth, FL 33461

Telephone No.: (561) 966-6652
Email: jmatthew@pbcgov.org

Agreement Number: 4600003522

PO Number: 9500006918
Must reference above on all invoices.

District Funding Amount: \$100,000.00

SFWMD Project Manager: Kathy LaMartina

Telephone No.: (561) 602-8407

Email: klamart@sfwmd.gov

Agreement Specialist: Antonio Pucci

Telephone No.: (561) 682-6373

Email: apucci@sfwmd.gov

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

Insurance: NA

Federal Employer Identification Number: 65-0385507

**Project Title: Dubois Park Shoreline Stabilization and Environmental Enhancement
Project**

Description: Construction of a maintenance ramp will allow frequent removal of sand from the snorkeling lagoon, thereby reducing sediment flow into the Indian River Lagoon. The snorkeling lagoon is home to hundreds of species of tropical fish and the reduction of turbidity in the water column will benefit marine life. Juvenile fishes, sea grasses, and mangroves are among the many plants and animals that will also benefit from the environmental enhancement of this project. Installation of the native landscaping will stabilize a portion of the Park and create habitat for native wildlife and provide shade for park patrons. Stabilization of the eastern shoreline of the tidal creek will prevent further erosion and sediment flow into the tidal creek and then into the Indian River Lagoon on outgoing tides.

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** upon completion and acceptance of the deliverable(s) as described in the "Payment and Deliverable Schedule", and receipt of a fully documented reimbursement package. The **Recipient's** reimbursement request package shall contain all backup documentation required to substantiate actual expenditures (see Attachment 1 to Exhibit "B"). The request shall include but is not limited to:
- **Recipient's** invoice (include the **District's Agreement** Number and Purchase Order number);
 - Signed certification letter on **Recipient's** letterhead (signed by an authorized representative of the **Recipient**) that the Project has been completed in accordance with Exhibit "A" of this **Agreement**;
 - Tasks completed per the **Agreement** (if all tasks finished, a statement indicating that the project is completed per the **Agreement**); and
 - Vendor invoices/application for payment) for the **District Project Manager(s)** to ascertain that each deliverable in the invoice has been substantially complete.
- 4.2 The **Recipient's** invoice shall reference the **District's** Agreement Number and purchase order number and shall be emailed to APInvoice@sfwmd.gov or mailed 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** except as identified in article 4.3.

- 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

- 4.4 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**.

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 Agreement 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 - INDEMNIFICATION AND INSURANCE

- 6.1 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.

- 6.2 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 wavier provided in Section 768.28, Florida Statutes.

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

- 6.4 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.

ARTICLE 7 - TERMINATION/REMEDIES

- 7.1 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 Agreement 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.

- 7.2 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**.
- 7.3 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 8 - RECORDS RETENTION

- 8.1 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**.

8.2 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: Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a **District** Agreement for services must be made directly to the **District**. In addition, Recipient must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the **Agreement** term and following completion of the **Agreement** if the **Recipient** does not transfer the records to the **District**; and (4) transfer, at no cost, to the **District**, all public records in possession of the **Recipient** or keep and maintain public records required by the **District** to perform the service. If the **Recipient** transfers all public records to the **District** upon completion of the **Agreement**, the **Recipient** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Recipient** keeps and maintains public records upon completion of the **Agreement**, the **Recipient** shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the **District** upon request from the **District's** custodian of public records, 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).

C. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

ARTICLE 9 - STANDARDS OF COMPLIANCE

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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 Recipients List. **Recipient** agrees

to include a provision to this effect in all requests for proposals and subcontractors related to construction of this project.

- 9.7 The **Recipient** shall comply with Chapters 215.473 and 215.4725, Florida Statutes, as amended. 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 10 - RELATIONSHIP BETWEEN THE PARTIES

- 10.1 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.
- 10.2 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.
- 10.3 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 11 - GENERAL PROVISIONS

- 11.1 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.
- 11.2 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

11.3 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.

11.4 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.

11.5 The **Agreement** may be amended only with the written approval of the Parties.

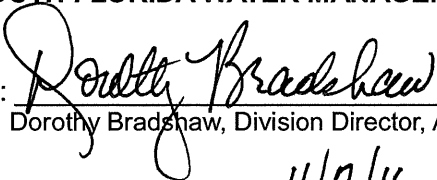

11.6 This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this **Agreement** and any signatory hereon shall be considered for all purposes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

11.7 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.

11.8 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.

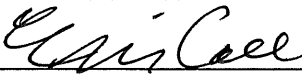
IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

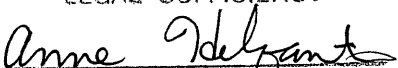
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Dorothy Bradshaw, Division Director, Administrative Svcs.
Date: 11/7/16 

SFWMD Procurement Approved
By:   Date: 11/3/16

PALM BEACH COUNTY BOARD OF COMMRS. DEPT. OF PARKS & RECREATION

By: 
Authorized Official
Title: Director, Palm Beach County Parks & Recreation Department
Date: 10.28.2016

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

COUNTY ATTORNEY

Attachment 1

Documentation Required for all Agreement Payments

Listed below are the minimum requirements for documentation to support invoice payment requests. Additional requirements may be in effect for this Agreement depending on the source of funds for this work.

Entities performing work must maintain accurate books, records, documents and other evidence that sufficiently and properly support all direct and indirect costs expended in the performance of the Agreement or agreement. The Recipient shall allow the District, Federal, State, or other parties providing Agreement funding, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks, payroll registers or any and all similar material as deemed necessary. These records shall be maintained for five years following the close of the Agreement or agreement.

Project deliverables and services performed by the Recipient should be in a proper and satisfactory manner as described in the Statement of Work. Only expenditures for goods, services and other deliverables falling within the categories agreed to pursuant to the Statement of Work and approved Agreement budget should be paid. All costs should be reasonable, appropriate, necessary, valid and eligible. Expenditures should be made in accordance with applicable laws, rules and regulations and complete (transactions are documented and all funds are accounted for).

Expenditures for periods prior to the current billing period will only be approved if supported by adequate documentation along with a written explanation as to why the expense was not submitted during the correct billing period.

Expenditures for work performed prior to the execution of an agreement are not allowable unless specifically provided for in the agreement.

Invoices for fixed unit rate Agreements must show the number of service units being billed, the cost per unit, and be in agreement with Agreement terms and conditions.

In detail, invoices and the documentation accompanying invoices for services under Agreements which are not fixed price must include the following:

1. The beginning and end date of the work period being invoiced should be specified on all Recipient invoices. The invoice date and the date of services and deliverables provided should not precede the date that an agreement was executed unless specifically provided for in the agreement. Similarly, the end date of Agreements and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a Agreement amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final payment.
2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.
3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.

- a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the Agreement. Summary schedules should be supported by detailed records totaling the amounts on the summary schedule. The Recipient must maintain and provide upon request the relevant payroll register pages covering the period of service.
- b. If the agreement specifies that indirect costs may be charged based on a specified rate, then the calculation must be provided. In the absence of this indirect costs will not be allowable.
- c. Purchases or rental of commodities such as materials, equipment, tools, etc., should be accompanied by an invoice or receipt from the supplier that describes what was purchased, the date of purchase, the number of units, and the cost per unit. Purchases should be allowable per the agreement, directly related to the Statement of Work, reasonable and within the agreement period.
- d. Invoices for services provided should be in sufficient detail as to determine 1) what was provided (to determine how it relates to the overall Agreement); 2) when the services were provided (to determine whether the amounts being billed pertain to the correct period); 3) the unit price and total cost of what was provided (to determine whether it's reasonable given the task performed); and 4) minimum performance standards were achieved in accordance with Agreement requirements and expectations.
- e. If the agreement allows for the separate billing of travel costs such costs must comply with the District's travel policy which includes the submission of a completed District provided *Travel Expense Reimbursement* form along with documentation of all travel expense items listed on the form. If the District's form is not used, the form must contain the same information as provided in the District's form.
- f. Vehicle and/or equipment allowance and usage charges should be reported in detail by number of hours used and dates of use. R or its subcontractors must maintain documentation by use of a log that shows the vehicle/equipment description, the location where the item was in use, if a vehicle it should show the beginning and ending odometer readings along with total mileage and if a piece of equipment it should show the beginning and ending times that the equipment was in use for and who the operators were. A copy of the log for the applicable time frame must be submitted with the invoice package. Usage of vehicles and equipment should be reasonable based on the task being performed and agree to the rates as specified in the Agreement.
- g. The requirements above also apply to subcontractors.

EXHIBIT "A"

DUBOIS PARK SHORELINE STABILIZATION AND ENVIRONMENTAL ENHANCEMENT PROJECT

1.0 INTRODUCTION

DuBois Park is a 29.52 acre beach park located on the south side of Jupiter Inlet in northern Palm Beach County. In 2011, the County completed a \$4.3 million restoration/construction project at DuBois Park. Project elements included 17 new day use docks, a water taxi landing and water taxi shelter, construction of a one acre snorkeling/artificial reef, new pathways, landscaping and picnic facilities. Additional amenities at DuBois Park include the historic DuBois Pioneer Home, playground facilities, a group picnic pavilion, guarded tidal creek, volleyball and walking paths. The snorkeling lagoon and tidal creek are among the one of most popular swimming areas in Palm Beach County.

Over the years the DuBois family armored the shoreline along the south side of the Jupiter Inlet with concrete to prevent erosion. The DuBois and Rinker families were friends and concrete leftover from Mr. Rinker's jobs was often used to stabilize the shoreline. During the construction of the snorkeling lagoon, the concrete tailings were removed from the shoreline, as they created a rough and uneven surface and obstructed park patron's access to the water. The snorkeling lagoon was constructed using over 30,000 tons of limestone boulders to create a sheltered environment for swimming and habitat creation. The project was completed in October 2011, and in November 2011 a Northeaster' hit the Jupiter area, severely eroding the shoreline, damaging trees, and threatening the lifeguard tower and the existing pathway. The County immediately retrofitted the shoreline with boulders and backfilled this area to prevent further damage, leaving several openings to serve as pathways into the lagoon.

The western end of the snorkeling lagoon is still experiencing erosion and shoaling issues. This project proposes to construct a 10' wide, 70' long concrete ramp which will provide heavy equipment access into the lagoon at low tide. The Parks and Recreation Department's Maintenance Division will use the ramp to perform regularly scheduled dredging to remove the shoaling in this area. The ramp will be stabilized using 103 tons of 2' – 3' diameter limestone boulders. This project will directly improve water quality in the Indian River Lagoon by reducing the amount of sediment entering the water column. This is considered a maintenance project with no environmental impacts, and therefore environmental permits are not required.

The second portion of the project involves planting \$10,000 in native vegetation along the proposed pathway just east of the DuBois/Jupiter Beach pedestrian bridge. This new vegetation will help stabilize this area during storm events, provide habitat for native wildlife, and will also provide much needed shade for park patrons. The vegetation will provide roosting and foraging areas for heron and egrets which are frequently visitors to this area of the Indian River Lagoon.

EXHIBIT "A"

The third and last portion of the project involves stabilizing the eastern shoreline of the guarded tidal creek. In 2015, the County was awarded a \$60,000 Indian River Lagoon License Plate Grant for improvements at Jupiter Beach Park. The grant funding and match were used to make improvements along the eastern shore of the tidal creek. The project included removal of Austrian pines and replanting the area with native vegetation, construction of a dry retention area to capture sheet flow from the road and parking area into the tidal creek, construction of additional parking, picnic facilities and stabilization of a small portion of the shoreline within the southern section of the project boundaries.

The removal of the Austrian Pines has had the unintended consequence of creating a steep ungraded shoreline, and shoreline erosion has become a constant problem. The erosion is not the result of sheet flow from the parking lot, but by the heavy rains that occurred during the summer and fall of 2015. This portion of the project involves construction of a tiered system using stacked 6" x 6" timbers, tied together with hurricane straps and anchored into the ground with steel rods to create a stabilized shoreline, similar to the configuration on the west side of the tidal creek. Two tiers of timbers located 15' apart will be installed along 100 feet of the tidal lagoon.

2.0 BENEFITS TO THE INDIAN RIVER LAGOON

This project is expected to benefit the Indian River Lagoon primarily by improving water quality. The construction of a maintenance ramp will allow frequent removal of sand from the snorkeling lagoon, thereby reducing sediment flow into the Indian River Lagoon. The snorkeling lagoon is home to hundreds of species of tropical fish and the reduction of turbidity in the water column will benefit marine life. Juvenile fishes, sea grasses, and mangroves are among the many plants and animals that will also benefit from the environmental enhancement of this project. Installation of the native landscaping will stabilize a portion of the Park and create habitat for native wildlife and provide shade for park patrons. Stabilization of the eastern shoreline of the tidal creek will prevent further erosion and sediment flow into the tidal creek and then into the Indian River Lagoon on outgoing tides.

3.0 PROJECT LOCATION

The proposed project has elements in DuBois Park, 19075 Dubois Road, Jupiter, FL 33477 and Jupiter Beach Park, 1375 Jupiter Beach Road, Jupiter, FL 33477. The proposed maintenance ramp is located in the western end of the snorkeling lagoon at DuBois Park and installation of native vegetation and stabilization of the tidal creek are located within Jupiter Beach Park. The proposed project is adjacent to 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. Please see attached map.

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4.0 SCOPE OF WORK

The construction of the 10’ wide, 70’ long maintenance ramp project includes the installation of 103 tons of limestone rip rap and 1,400 square yards of concrete.

The project includes installation of \$10,000 in native vegetation along the south side of the proposed walkway on a 3,200 square feet area in order to stabilize the area during storm events with the added benefit of creating shade and habitat.

The eastern shoreline of the tidal creek will be stabilized using stacked 6” x 6” timbers, tied together with hurricane straps and anchored into the ground with steel rods. Two tiers will be created 15’ apart, thereby stabilizing 100 linear feet of shoreline.

The site qualifies as public conservation land as DuBois Park is listed on page B-44 and Jupiter Beach Park is listed on page B-79 of the Florida Conservation Lands 2001 document prepared by the Florida Natural Areas Inventory (FNAI).

If grant funding is awarded, this project will be completed by annual contractors under the direct supervision of the Palm Beach County Parks and Recreation Department.

5.0 WORK BREAKDOWN STRUCTURE

All work will be performed by a contractor, who will be responsible for providing all labor, equipment, and materials. Every effort will be made by the contractor to avoid damage to native vegetation and wildlife. This work will be strictly monitored by the Palm Beach County Parks and Recreation Department’s Construction Project Specialist to ensure that no collateral damage is inflicted in this ecologically sensitive area.

6.0 PROJECT COST BREAKDOWN AND TASK / DELIVERABLE SCHEDULE

TASK	DELIVERABLES (quarterly and final reports)	SCHEDULE (time from contract execution)	NOT TO EXCEED AMOUNT
Construction of concrete ramp	Photos of completed ramp	6 months	\$55,000
Installation of native vegetation	Vegetation planting plan, list of species and photos of completed installation	4 months	\$10,000
100 L.F. shoreline stabilization	Photos of completed shoreline stabilization	6 months	\$35,000
Construction oversight, grant management and fiscal reporting	Grant commencement documents, status reports, closeout documentation and reimbursement documentation	Quarterly status reports, commencement documentation during the first month, and closeout documentation at completion of the project (Months 1-8)	\$33,333

EXHIBIT "A"

Work is expected to begin in the fall of 2016, and take approximately 5 months to complete.

OTHER REQUIREMENTS AND PROVISIONS

Endangered/Threatened Species (Listed)

Extreme care will be taken to avoid impacting the plants and animals (both listed and non-listed) associated with the adjacent mangrove system and the submerged habitat (seagrasses). This will be accomplished through sound methodology and strict monitoring/supervision.

Restricted and Sensitive Areas

Due to the sensitive nature of the adjacent wetlands (Aquatic Preserve, Class II Waters), extreme care will be taken to avoid negative impacts. Silt fencing will be deployed landward of the adjacent aquatic preserve to delineate the restricted/sensitive area, so that no removal work causes turbidity levels to rise.

Equipment Use Restrictions

Construction staging for the mechanical excavation will be from the shore with a front end loader. All work (and associated mechanical equipment) will be restricted to the targeted restoration area.

Educational Signs

Educational signs will be installed upon the completion of the project.
