



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

460003317-A03

AMENDMENT NO. 03

TO AGREEMENT NO. 460003317

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

This **AMENDMENT NO. 03** is entered into on _____ to that Agreement (No. 460003317) dated March 1, 2016, and as amended on March 13, 2018 (A01) and May 15, 2018 (A02), between the South Florida Water Management District (**DISTRICT**), and Palm Beach County Board of County Commissioners (**COUNTY**) (herein together known as "the Parties").

Background

1. The Governing Board of the District, at its September 2015 meeting, approved entering into this Agreement with the Parties to acquire high quality light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the **DISTRICT**'s jurisdiction.
2. The current term of the Agreement is three (3) years and seven (7) months.
3. The Parties amended the Agreement to extend the period of performance (A01 and A02), revise the Statement of Work (A01 and A02), and revise the Payment and Deliverable Schedule (A01 and A02), of the Agreement.
4. The Parties wish to amend the Agreement to extend the period of performance, revise the Statement of Work, and revise the Payment and Deliverable Schedule of the Agreement.

Terms and Conditions

5. The term of the Agreement is hereby extended by 2 months and the expiration date, as amended, is November 30, 2018. Regardless of the actual date of execution, this **AMENDMENT NO. 03** shall be effective as of September 30, 2018.
6. This **AMENDMENT NO. 03** shall be at no additional cost to the **DISTRICT**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

7. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby amended by deleting and restating Item number 5.1, Deliverables, as follows:

“Deliverable 1: Palm Beach County QL2 Lidar Data (due 11/30/2018). Palm Beach County shall provide the data on an external drive. The drive will be returned to the County once files have been copied onto an SFWMD server.”

8. The Payment and Deliverable Schedule is also hereby replaced with Exhibit "B-3", attached hereto and made a part of this **AMENDMENT NO. 03**.

9. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 03** on the date first written above.

SFWMD PROCUREMENT APPROVED

By: [Signature]

Date: 09/24/2018

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Accepted By: [Signature]

Dorothy A. Bradshaw, Director
Administrative Services Division

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____

Deputy Clerk

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

Accepted By: _____

Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]

County Attorney

APPROVED AS TERMS AND CONDITIONS

By: [Signature]

Steve Bordelon, Director, ISS

EXHIBIT "B-3"

PAYMENT AND DELIVERABLE SCHEDULE

Payment shall be made in an amount not to exceed that specified below following delivery by Palm Beach County and acceptance of the deliverables by the District in accordance with Article 3 of the Agreement. The invoice shall list the deliverables submitted to the District, including, but not limited to, raw data transmittals and final data transmittals in accordance with the requirements set forth. Documentation of the County's actual expenditures shall accompany the invoice.

PAYMENT AND DELIVERABLE SCHEDULE*

Deliverable	Description	Deliverable Due	Payment Not to Exceed
1	Palm Beach County QL2 Lidar Data	November 30, 2018	\$85,000.00
Total:			\$85,000.00

**This effort will be co-funded by several agencies. Palm Beach County is the principal funding source to the overall project. The South Florida Water Management District (District) cost-share contribution to the overall project under this agreement with Palm Beach County is being obtained through ad valorem. Additional cost-share funds are also being provided by other Federal, State, Local, and Utility partners under separate agreements.*

ORIGINAL



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

4600003317-A02

AMENDMENT NO. 02

TO AGREEMENT NO. 4600003317

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

R2018 0779

This Amendment No. 02, is entered into on MAY 15 2018, to that Agreement dated March 1, 2015, and as amended on March 13, 2018 (A01), between "the Parties," the South Florida Water Management District (**DISTRICT**), and Palm Beach County Board of County Commissioners (**COUNTY**).

Background

1. The Parties entered into the Agreement on March 1, 2015.
2. The term of the Agreement is two (2) years and three (3) months.
3. The Parties amended the Agreement to clarify the execution date, revise the Statement of Work, and revise the Payment and Deliverable Schedule of the Agreement (Amendment No. 01).
4. The Parties wish to amend the Agreement to extend the period of performance, revise the Statement of Work and revise the Payment and Deliverable Schedule of the Contract.

Terms and Conditions

5. The term of the Agreement is hereby extended by 3 months and 30 days and the expiration date, as amended, is September 30, 2018. This **AMENDMENT NO. 02** shall be effective upon the date of execution by the Parties.
6. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby revised by deleting and restating Item number 5.1, Deliverables, as follows:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

“Deliverable 1: Palm Beach County QL2 Lidar Data (due 09/01/2018). Palm Beach County shall provide the data on an external drive. The drive will be returned to the County once files have been copied onto an SFWMD server

7. The Payment and Deliverable Schedule, Exhibit B, is also hereby replaced with Exhibit "B-2", attached hereto and made a part of this **AMENDMENT NO. 02**.

8. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Amendment No.1 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SFWMD PROCUREMENT APPROVED

By: [Signature]

Date: 05/07/2018

Accepted By:

[Signature]
Dorothy A. Bradshaw, Director
Administrative Services Division

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: [Signature]
Deputy Clerk



R2018 0779
MAY 15 2018
PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

Accepted By:

[Signature]
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICENCY

By: [Signature]
County Attorney

APPROVED AS TERMS AND CONDITIONS

By: [Signature]
Steve Bordelon, Director, ISS

EXHIBIT "B-2"

PAYMENT AND DELIVERABLE SCHEDULE

Payment shall be made in an amount not to exceed that specified below following delivery by Palm Beach County and acceptance of the deliverables by the District in accordance with Article 3 of the Agreement. The invoice shall list the deliverables submitted to the District, including, but not limited to, raw data transmittals and final data transmittals in accordance with the requirements set forth. Documentation of the County's actual expenditures shall accompany the invoice.

PAYMENT AND DELIVERABLE SCHEDULE*

Deliverable	Description	Deliverable Due	Payment Not to Exceed
1	Palm Beach County QL2 Lidar Data	September 1, 2018	\$85,000.00
Total:			\$85,000.00

**This effort will be co-funded by several agencies. Palm Beach County is the principal funding source to the overall project. The South Florida Water Management District (District) cost-share contribution to the overall project under this agreement with Palm Beach County is being obtained through ad valorem. Additional cost-share funds are also being provided by other Federal, State, Local, and Utility partners under separate agreements.*

ORIGINAL

R2018-0312



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

MAR 13 2018

4600003317-A01

AMENDMENT NO. 1

TO AGREEMENT NO. 4600003317

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment No. 1, is entered into on _____, to that Agreement dated March 1, 2015, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Palm Beach County Board of County Commissioners (**COUNTY**).

WITNESSETH THAT:

WHEREAS, the Agreement may be amended with the prior written approval of the Parties;
and

WHEREAS, the Parties wish to amend the Agreement in order to clarify the execution date, revise the Statement of Work, and revise the Payment and Deliverable Schedule of the Agreement;

NOW THEREFORE, the **DISTRICT** and the **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. This Amendment No. 1 shall be effective upon the date of execution by the Parties.
2. This Amendment No. 1 shall be at no additional cost to the **DISTRICT**.
3. The Agreement execution date is hereby clarified as March 1, 2016.
4. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby revised by deleting and restating Item number 1.0, Introduction, as follows:

"This is a two-year, 3-month cost-share agreement between the South Florida Water Management District (District or SFWMD) and Palm Beach County to acquire high quality



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the South Florida Water Management District jurisdiction through the U.S. Geological Survey (USGS) 3D Elevation Program. This agreement covers both the acquisition and delivery of Quality Level 2 (QL2) Lidar data to SFWMD by June 1, 2018.”

5. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby revised by deleting and restating Item number 5.1, Deliverables, Deliverable 1, as follows:

“Palm Beach County QL2 Lidar Data (due June 1, 2018). Palm Beach County shall provide the data on an external drive. The drive will be returned to the County once files have been copied onto an SFWMD server.”

6. The Payment and Deliverable Schedule, attached as Exhibit “B” to the Agreement, is also hereby revised by deleting and restating the Payment and Deliverable Schedule Table as follows:

Deliverable	Description	Deliverable Due	Payment Not to Exceed
1	Palm Beach County QL2 Lidar Data	June 1, 2018	\$85,000.00
Total:			\$85,000.00

7. The Contract Specialist for the **DISTRICT** is amended to be Leah Avogardo, email address lavogard@sfwmd.gov, telephone number (561) 682-6378.

8. All other terms and conditions of the Agreement remain unchanged.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Amendment No.1 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SFWMD PROCUREMENT APPROVED

By: [Signature]
Date: 1/31/18

Accepted By:

[Signature]
Dorothy A. Bradshaw, Director
Administrative Services Division

ATTEST:

R2018 0312 MAR 13 2018

Sharon K. Bock, Clerk & Comptroller

By:

[Signature]
Deputy Clerk

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

Accepted By:

[Signature]
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICENCY

By:

[Signature] 3/16/18
County Attorney

APPROVED AS TERMS AND CONDITIONS

By:

[Signature] 2/16/18
Steve Bordelon, Director, ISS



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT**

R 2016 40278

AGREEMENT NO. 4600003317

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is entered into as of **MAR 01 2015** by and between the South Florida Water Management District (DISTRICT) and Palm Beach County Board of County Commissioners (COUNTY) a political subdivision of the state of Florida.

WHEREAS, the DISTRICT is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT desires to provide financial assistance to the COUNTY to acquire high quality light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the South Florida Water Management District's jurisdiction; and

WHEREAS, the data will be used to update elevation data for Palm Beach County; and

WHEREAS, the COUNTY 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

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The DISTRICT agrees to contribute funds and the COUNTY agrees to obtain the Work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for acquiring Quality Level 2 (QL2) Lidar data.

2. The period of performance of this AGREEMENT shall commence on the date of execution of this AGREEMENT and shall continue for a period of two (2) years and 3 months.
3. The total DISTRICT contribution shall not exceed the amount of \$85,000. The DISTRICT's portion of the cost-share funding will be provided to the COUNTY after review of the QL2 Lidar product and confirmation that it meets minimum USGS Lidar Baseline Specifications Version 1.1 in accordance with the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this AGREEMENT. The DISTRICT's payment is a reimbursement of actual expenditures and therefore is subject to an invoice and documentation to support the COUNTY's actual expenditures within the not-to-exceed AGREEMENT funding limitation of \$85,000. In no event shall the DISTRICT be liable for any contribution hereunder in excess of this amount. The DISTRICT agrees to pay the invoiced amount within thirty (30) days of the receipt of the invoice and grant deliverables.
4. This AGREEMENT is subject to multi-year funding allocations. Funding for each applicable fiscal year of this AGREEMENT will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary. The DISTRICT will notify the COUNTY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.
5. The COUNTY shall enter into all necessary agreements with USGS to receive grant funding for the award amount. The COUNTY will fully fund the remaining amount required under the funding agreement executed with USGS so that the USGS can issue the Task Order for the QL2 Lidar acquisition under their USGS GPSC.
6. The COUNTY is hereby authorized to contract with third parties (subcontractors). The DISTRICT understands USGS's role as the prime contractor for the Task Order to be issued through the USGS GPSC and acknowledges the COUNTY's role as an authorized representative to oversee the grant with USGS to acquire QL2 Lidar data. All communication between the COUNTY and the USGS shall be the responsibility of the COUNTY.
7. The COUNTY agrees to be responsible for the fulfillment of all work elements and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the COUNTY that the DISTRICT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the DISTRICT and the COUNTY shall have joint but nonexclusive ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this AGREEMENT shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party.
9. The COUNTY and the DISTRICT further agree 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.

10. The parties to this AGREEMENT are independent entities and are not employees or agents of the other parties. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent entities, between the DISTRICT, the COUNTY, their employees, agents, subcontractors or assigns, during or after the term of this AGREEMENT. The parties to this AGREEMENT shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this AGREEMENT without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
11. The parties to this AGREEMENT shall comply with their respective laws and ordinances regarding non-discrimination in any activity under this AGREEMENT.
12. The parties to this AGREEMENT assure that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this AGREEMENT.
13. Either party may terminate this AGREEMENT at any time for convenience upon sixty (60) calendar days prior written notice to the other party. The DISTRICT will pay funds for work already complete based upon documentation provided by the COUNTY for work that was performed. In the event of termination, all funds not expended by the COUNTY for authorized work performed through the termination date shall be returned to the DISTRICT within sixty (60) days of termination.
14. The COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the COUNTY assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the COUNTY.
15. The COUNTY shall maintain records and the DISTRICT shall have inspection and audit rights below. The COUNTY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The COUNTY 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 the expiration date of this AGREEMENT.
 - B. Examination of Records: The DISTRICT or 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 expiration date of this AGREEMENT.
 - 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 COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute. All such records shall be made readily available to the DISTRICT.

17. All communications with the DISTRICT regarding the Work shall be done through the DISTRICT Project Manager unless directed otherwise by the DISTRICT Project Manager for project specific issues. The DISTRICT Project Manager will be responsible for coordinating activities with the COUNTY, coordinating the review and approval of deliverables and approving invoices for payment. The DISTRICT Project Manager will ensure communication between the DISTRICT and the COUNTY is frequent, consistent, and documented. This includes gathering and disseminating documentation and deliverables, schedule review, invoice review and approval to ensure the project is successful.
18. All notices regarding this AGREEMENT shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Christine Carlson, Project Manager* Telephone: (561) 682-6143
Email: ccariso@sfwmd.gov

Attn: Donna Lavery, Contract Specialist
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-6420
Email: dlavery@sfwmd.gov

* Alternate Project Contact Tim Liebermann
Telephone: (239) 338-2929, ext 7788
Email: tlieber@sfwmd.gov

Palm Beach County Board of County Commissioners

Attn: Christine Benkly, Project Manager
Telephone: (561) 233-5305
Email: cbenkly@pbccgov.org
2300 N. Jog Rd, 2nd Floor
West Palm Beach, FL 33411

Palm Beach County Attorney's Office
301 N. Olive Avenue, #601
West Palm Beach, FL 33401

19. The COUNTY shall send its invoices and any attachments to APIInvoice@sfwmd.gov and a copy to the DISTRICT Project Manager. All invoices must reference the COUNTY'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. COUNTY shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the COUNTY's name and the PO number; 3) provide all required attachments with the invoice file, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the COUNTY 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*

The COUNTY 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. COUNTY'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.

20. COUNTY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind 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.

21. 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, electronic or facsimile copy of this AGREEMENT and any signatory hereon shall be considered for all purposes as original.
22. This AGREEMENT may be amended, extended or renewed only with the written approval of the parties. The DISTRICT shall be responsible for initiating any amendments to this AGREEMENT, if required.
23. This AGREEMENT, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this AGREEMENT will bind any of the parties to perform beyond their respective authority, nor does this AGREEMENT alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
24. 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.
25. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties 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.
26. Any dispute arising under this AGREEMENT which cannot be readily resolved shall be submitted jointly to the signatories of this AGREEMENT with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
27. 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.
28. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 27
 - (b) Exhibit "A" Statement of Work
 - (c) Exhibit "B" Payment and Deliverable Schedule
 - (d) All other exhibits, attachments and documents specifically incorporated herein by reference

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

B2016-10278 MAR 0 1 2015
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

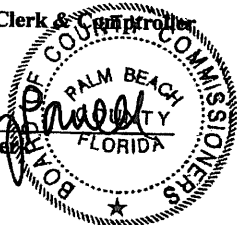
By: *Dorothy A. Bradshaw*
Dorothy A. Bradshaw, Procurement Bureau Chief *DM*

SFWMD PROCUREMENT APPROVED
By: *D. Brown*
Date: 1/14/2016
SFWMD OFFICE OF COUNSEL
By: D Brown email
Date: 12/17/2015

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: *Sharon R. Bock*
Deputy Clerk



(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Paul F. [Signature]*
County Attorney

MAR 0 1 2015

Palm Beach County, By Its Board of County Commissioners

By: *Mary Lou Berger*
Mary Lou Berger, Mayor

APPROVED AS TO TERMS AND CONDITIONS

By: *Steve Bordelon*
Steve Bordelon, Director, ISS

EXHIBIT "A"

STATEMENT OF WORK

**"Palm Beach County Light Detection and Ranging (Lidar) Data Acquisition through
U.S. Geological Survey 3D Elevation Program"**

1.0 INTRODUCTION

This is a two-year, 3-month cost-share agreement between the South Florida Water Management District (DISTRICT or SFWMD) and Palm Beach County to acquire high quality light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the South Florida Water Management District's jurisdiction through the U.S. Geological Survey (USGS) 3D Elevation Program. This agreement covers both the acquisition and delivery of Quality Level 2 (QL2) Lidar data to SFWMD before the end of calendar year 2017.

2.0 BACKGROUND

The USGS 3D Elevation Program (3DEP) initiative is being developed to respond to needs for high-quality topographic data and for a wide range of other three-dimensional representations of the nation's natural and constructed features. The primary goal of 3DEP is to systematically collect enhanced elevation data in the form of high-quality light detection and ranging (Lidar) data over the conterminous United States, Hawaii, and the U.S. territories, as well as interferometric synthetic aperture radar (ifsar) data over Alaska. The 3DEP initiative is based on the results of the National Enhanced Elevation Assessment (NEEA), which indicated an optimal benefit to cost ratio for Quality Level 2 (QL2) data collected over 8-years to complete national coverage. The implementation model for 3DEP is based on multi-agency partnership funding for acquisition, with the USGS acting in a lead program management role to facilitate planning and acquisition for the broader community, through the use of government contracts and partnership agreements (USGS 2014).

The USGS National Geospatial Program utilizes the Geospatial Products and Services Contract (GPSC) to acquire data from vendors via a Qualifications Based Selection, Indefinite Delivery, Indefinite Quantity contract vehicle. USGS provides contract administration and quality assurance for all acquired datasets. Where USGS is contracting directly for the acquisition of geospatial data, USGS' method of acquisition will be through their GPSC contract utilizing the established Architect-Engineering procedures (USGS 2014).

Palm Beach County is preparing to submit a proposal to acquire QL2 Lidar data for Palm Beach County through the USGS 3DEP. As part of that proposal, Palm Beach County is requesting a 40% award from the USGS for the estimated project cost of \$568,290. The County has proposed

funding the remaining amount through County and other funding partners. The proposed funding portion from SFWMD shall not exceed \$85,000.00.

3.0 PROJECT OBJECTIVES

The objective of this Agreement is to acquire QL2 Lidar data for SFWMD jurisdictional areas within Palm Beach County through the USGS 3D elevation program that meet minimum USGS Lidar Baseline Specifications Version 1.1.

4.0 SCOPE OF WORK

The County will acquire high quality light detection and ranging (Lidar) data for areas in Palm Beach County, Florida, within the South Florida Water Management District's jurisdiction through the U.S. Geological Survey (USGS) 3D Elevation Program.

5.0 WORK BREAKDOWN STRUCTURE

The following Work Breakdown Structure is the work being funded by this Agreement. It is understood that it is the responsibility of the USGS through its agreement with the County, including the timeliness and quality of all work. It is understood that the USGS shall subcontract the work and the USGS will oversee that work.

The County through its agreement with the USGS shall acquire and classify Lidar data to meet minimum USGS Lidar Baseline Specifications Version 1.1 for QL2:

- Classified Lidar point cloud data, with a minimum point density of 2 points per square meter, a nominal Lidar pulse spacing of no greater than 0.7-meter, and a relative vertical accuracy of no greater than 10-cm root mean squared error (RMSEz).

In addition, the County requests to achieve one-foot contour data with 1/9 arc-second digital elevation model capability.

The area for Lidar acquisition is shown in Figure 1 and corresponds to the jurisdictional boundary of Palm Beach County

Palm Beach County will provide the SFWMD the USGS Lidar data deliverables by the specified due dates noted in Exhibit "B" Payment and Deliverable Schedule.

The District will provide a consolidated set of review comments for the deliverable.

5.1 Deliverables

Deliverable 1: Palm Beach County QL2 Lidar Data (due 12/31/17). Palm Beach County shall provide the data on an external drive. The drive will be returned to the County once files have been copied onto an SFWMD server.

REFERENCES

USGS. 2014. Broad Agency Announcement for 3D Elvation Program. G14PS00574. <http://www.sco.wisc.edu/images/stories/2014/Jul/G14PS00574.pdf>

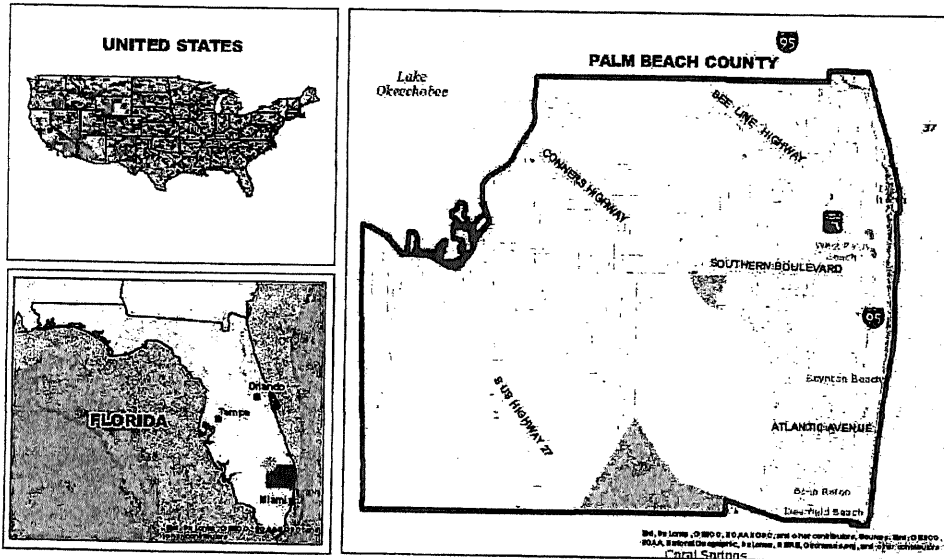


Figure 1: Area for Lidar acquisition

EXHIBIT "B"

PAYMENT AND DELIVERABLE SCHEDULE

Payment shall be made in an amount not to exceed that specified below following delivery by Palm Beach County and acceptance of the deliverables by the District in accordance with Article 3 of the Agreement. The invoice shall list the deliverables submitted to the District, including, but not limited to, raw data transmittals and final data transmittals in accordance with the requirements set forth. Documentation of the County's actual expenditures shall accompany the invoice.

PAYMENT AND DELIVERABLE SCHEDULE*

Deliverable	Description	Deliverable Due	Payment Not to Exceed
1	Palm Beach County QL2 Lidar Data	by end of calendar year 2017	\$85,000.00
Total:			\$85,000.00

**This effort will be co-funded by several agencies. Palm Beach County is the principal funding source to the overall project. The South Florida Water Management District (District) cost-share contribution to the overall project under this agreement with Palm Beach County is being obtained through ad valorem. Additional cost-share funds are also being provided by other Federal, State, Local, and Utility partners under separate agreements.*

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller certify
this to be a true and correct copy of the original
filed in my office on MAR 15 2017
dated at West Palm Beach, FL COUNTY
By: [Signature]
Deputy Clerk

