

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: August 25, 2020

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 2021.

**Summary:** This Agreement provides funding for the Palm Beach Soil and Water Conservation District's ("District") Resource Conservation Activities. The 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 2020. The District provides free services to improve water quality and water conservation in rural, agricultural, and urban communities throughout Palm Beach County. The Agriculture Mobile Irrigation Lab, Nursery Overhead Efficiency Project, and the BMP implementation/cost share have saved 63.4 million gallons of water and provided financial assistance (\$106,851) to 5,991 acres of land (2018/2019).

Best Management Practice (BMP) implementation assists USDA/NRCS with planning and design practices such as irrigation, land smoothing, water control structures, and irrigation water management. These practices address natural resource concerns and deliver environmental benefits such as water improvement, reduction of soil erosion and sediments and creation of wildlife habitats.

The District coordinates community-oriented activities throughout the County to include youth in environmental education. Ambassador of the Wetlands, Envirothon, and annual Conservation Poster contests are offered at no cost. Over 1,400 elementary and high school students participated during the 2019/2020 school year. Countywide (AH)  
**(Continued on Page 3)**

**Attachments:**

1. Agreement with Palm Beach Soil and Water Conservation District

Recommended By:  13 AUGUST 2020  
 Department Director Date

Approved By:  8/24/2020  
 Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs		\$79,000			
External Revenues					
Program Income(County)					
In-Kind Match(County)					
* NET FISCAL IMPACT		\$79,000			
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Proposed Budget?                      Yes X    No  
 Does this item include the use of federal funds?        Yes        No X

**Budget Account No:**

Fund	Agency	Organization	Object
<u>0001</u>	<u>310</u>	<u>3001</u>	<u>8101</u>

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

Funds have been budgeted in FY 2021 Budget Account "Contributions to Other Governmental Agencies" as listed above.

**C. Departmental Fiscal Review:**

MA

**III. REVIEW COMMENTS:**

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

*[Signature]* 8/17/2020  
 OFMB 8/17

\_\_\_\_\_  
 Contract Dev. & Control

**B. Legal Sufficiency**

*Jean-Adel Williams*  
 Assistant County Attorney

**C. Other Department Review**

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

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

(Summary and Background and Justification Cont'd)

**Background and Justification:** The District has been supported by the Board of County Commissioners since 1979, providing soil and water conservation services to rural, agricultural, and urban communities in Palm Beach County. More than ever, the importance of water quality and conservation is crucial. County funding helps support vital services such as free conservation education to students and adults who learn about Urban and Agriculture BMPs, water use reduction, and natural resource conservation. Growers receive free technical assistance, which saves millions of gallons of water annually and reduces pesticide use and rainfall runoff. The District conducts monthly farm audits to assess the correct design/implementation of agricultural pest control, fertilizer use, and water management best management practices (BMPs) that are documented in the farm's "Notice of Intent to Implement BMPs" filed with the Florida Department of Agriculture and Consumer Services (FDACS). Any deficiencies identified are reported for corrective action to ensure that these Palm Beach County properties (leased to farmers) are in compliance with FDACS state water quality standards.

The Agriculture Mobile Irrigation Lab offers free irrigation technical assistance to reduce water consumption and phosphorus loading in the EAA. Over 130 growers are serviced annually and quantified irrigation improvements are documented with FDACS.

The Nursery Overhead Efficiency Project helped nursery growers to replace irrigation heads (over 7,000) with more efficient mini wobbler heads. Improved water use efficiencies were quantified/documented with FDACS and the SFWMD.

The Ambassador of the Wetlands promotes wetland stewardship, water conservation, and Everglades environmental education. The 3-day program includes classroom instruction and a 1-day field trip for hands-on activities at the Mounts Botanical Garden and the A.R.M. Loxahatchee National Wildlife Refuge. Bus transportation is free. Pre/post tests quantify student knowledge gain.

The Envirothon is a nationally recognized, field-oriented educational program that encourages high school students to use critical thinking skills to answer technical questions and conduct hands-on investigations that address aquatics, soils, forestry, wildlife and the environmental. Monetary prizes are earned by the top student teams.

The annual Conservation Poster contest targets elementary students to explore soil, water and natural resource themes. Winning students receive up to \$75 in cash, tickets to the South Florida Fair, ribbons and certificates.

The Board funds only a portion of the District's budget. The remaining contributions for the District's \$386,800 budget comes from USDA Natural Resources Conservation Service, FDACS, SFWMD, grants 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 2021, 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.

# CERTIFICATE OF COVERAGE

**Certificate Holder**

Palm Beach Board of County Commissioners  
 301 N. Olive Avenue  
 West Palm Beach, FL 33401

**Administrator**

Issue Date 6/29/20

**Florida League of Cities, Inc.**  
**Department of Insurance and Financial Services**  
**P.O. Box 530065**  
**Orlando, Florida 32853-0065**

**COVERAGES**

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

**FLORIDA MUNICIPAL INSURANCE TRUST**

**AGREEMENT NUMBER:** FMIT 0456

**COVERAGE PERIOD:** FROM 10/1/20

**COVERAGE PERIOD:** TO 10/1/21 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

**Limits of Liability**

\* Combined Single Limit  
 Deductible N/A

**Automobile Liability**

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

**Limits of Liability**

\* Combined Single Limit  
 Deductible N/A

**TYPE OF COVERAGE - PROPERTY**

- Buildings**
  - Basic Form
  - Special Form
- Personal Property**
  - Basic Form
  - Special Form
- Agreed Amount
- Deductible \$500
- Coinsurance 90%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

**Miscellaneous**

- Inland Marine
- Electronic Data Processing
- Bond

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- Statutory Workers' Compensation
- Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 By Disease
  - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

**Automobile/Equipment - Deductible**

- Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      NA - Miscellaneous Equipment

**Other**

\* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Contract Renewal  
 RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

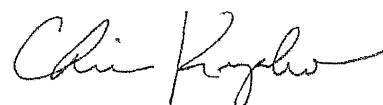
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

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

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

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

THIS AGREEMENT is made as of the \_\_\_ day of \_\_\_\_\_, 2020 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, 2021) 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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the DISTRICT warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

#### **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, 2020.
2. This Agreement shall end on September 30, 2021.

**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. SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The DISTRICT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the DISTRICT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the DISTRICT shall promptly



do so, subject to acceptance of the new subcontractor by the COUNTY.

**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.

**ARTICLE 22. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the DISTRICT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under

Section 119.011(2) F.S., the DISTRICT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The DISTRICT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this AGREEMENT.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY 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 in Chapter 119 or as otherwise provided by law. The DISTRICT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. 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 contract term and following completion of this Agreement, if the DISTRICT does not transfer the records to the public agency.
- D. Upon completion of this Agreement the DISTRICT shall transfer, at no cost to the COUNTY, all public records in possession of the DISTRICT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the DISTRICT transfers all public records to the COUNTY upon completion of this Agreement, the DISTRICT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the DISTRICT keeps and maintains public records upon completion of this Agreement, the DISTRICT shall meet all applicable requirements for retaining public records. All records stored electronically by the DISTRICT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the DISTRICT to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The DISTRICT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

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

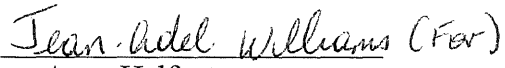
BY: \_\_\_\_\_  
Dave Kerner, Mayor

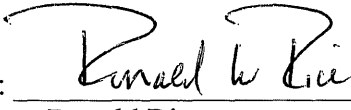
PALM BEACH SOIL & WATER  
CONSERVATION DISTRICT

BY:  \_\_\_\_\_  
Eva Webb, Vice Chair  
Board of Governing Supervisors

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

BY:  (For)  
Anne Helfant  
Assistant County Attorney

BY:  \_\_\_\_\_  
Ronald Rice  
Department Director

## EXHIBIT "A"

### SCOPE OF WORK

#### PALM BEACH SOIL AND WATER CONSERVATION DISTRICT

2020 - 2021

#### Annual Plan of Operations Fiscal Year 2021

#### PALM BEACH SOIL & WATER CONSERVATION DISTRICT

##### I. EDUCATION

- A. Ambassador of the Wetlands** - The District is partnering with the Mounts Botanical Gardens and the A.R.M. Loxahatchee National Wildlife Refuge to provide a free hands-on environmental education program to high schools throughout Palm Beach County. During the 2019/20 school year, the District facilitated over 1,300 student engagements. The "Ambassador of the Wetlands" three-day program promotes wetland stewardship, water conservation and environmental education, which enhances Everglades knowledge and stewardship in a wetland setting. The program consists of two school classroom sessions and a full day of hands-on experimental field trip to both Mounts and the Refuge, per school. Charter bus transportation is arranged by the District and provided to the schools free of charge. Curriculum is provided for teachers to be used throughout the academic year, along with water conservation behaviors and career opportunity interactive PowerPoint presentations. Pre and post-tests are given to assess what the students learn and the data is calculated and recorded for comparison.
- B. Regional, 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. Palm Beach County has ranked in the top 5% Statewide and 20 percentile nationally, and has received over \$12,000 in scholarships.
- C. 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 has grown to see hundreds of participants annually. Local winners continue to the State Conservation District level and compete to represent Florida on the National level. Winning students are awarded cash prizes and gifts on every level.

## II. CONSERVATION PROGRAMS

### A. **Nursery Overhead Efficiency Project**

The District is partnering with the South Florida Water Management District to assist nursery growers throughout Palm Beach County with replacing over 7000 irrigation heads with a more efficient mini wobbler head. The program, which is highly popular throughout the nursery community, will save an estimated 54.46 million gallons per year.

### B. **Agriculture Mobile Irrigation Laboratory (Ag MIL)**

The Ag MIL provides over 100 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 assistance information are also provided to the nursery growers. The District's staff also works closely with USDA/Natural Resources Conservation Service to help develop, plan, design and draft irrigation systems for the grower, free of charge. During the last fiscal year, the lab documented actual water savings of 8.96 million gallons of water on over 132 acres of land, which is documented from only 25% of the properties evaluated. Each year thereafter the potential water savings is over 21.09 million gallons. The water savings are recorded quarterly through the State Irrigation Information Management System, provided by FDACS.

### C. **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. Approximately 2,205 acres of land 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 pumps and land is reported. Reports and photos are sent to the County quarterly and a detailed report including crop detail is prepared annually.

### D. **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 (fee based) and free presentations to HOAs, local clubs and other county residence, as well as participates in the Master Gardeners classes bi-annually.

## 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, Palm Beach County and Central Palm Beach County Chamber, Florida Association of Conservation Districts, Florida Conservation District Employees Association, Irrigation Conservation Committee, Florida Nursery Growers Landscape Association, South Florida Fair, Palm Beach County Farm Bureau and Florida Farm Bureau.

**IV. EDUCATIONAL OUTREACH PROGRAMS**

- A. South Florida Fair**
- B. Earth Day**
- C. South Florida Agriculture Congressional Tours**
- D. Sweet Corn Festival**
- E. SFWMD Annual Water Expo**
- F. City of West Palm Beach Green Business Challenge**
- G. Ag. Literacy Day**
- H. Farm City Luncheon**
- I. Congressional Roundtable Ag. Discussions**
- J. Central PBC and Palm Beach Chamber of Commerce Leadership programs**
- K. Presentations**

In cooperation with the South Florida Fair, the District provides conservation educational presentations to elementary and middle school students. The presentations are a fun interactive way to teach students about soil and water and local agriculture. The District also gives outreach presentations to the general public (HOAs, local clubs and organizations). As well as being educational, these presentations assist the District in promoting their services to the general public and growers throughout the County.