



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
<b>Capital Expenditures</b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Operating Costs</b>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>
<b>External Revenues</b>	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>
<b>Program Income (County)</b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>In-Kind Match (County)</b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Is Item Included in Current Budget: Yes  No

Does this item include the use of federal funds? Yes  No

Budget Account No: Fund 0001 Dept 580 Unit 5221  
 Revenue 6943 Object 4304  
 Source           

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Expenditures are expected to be offset by revenues collected.

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

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

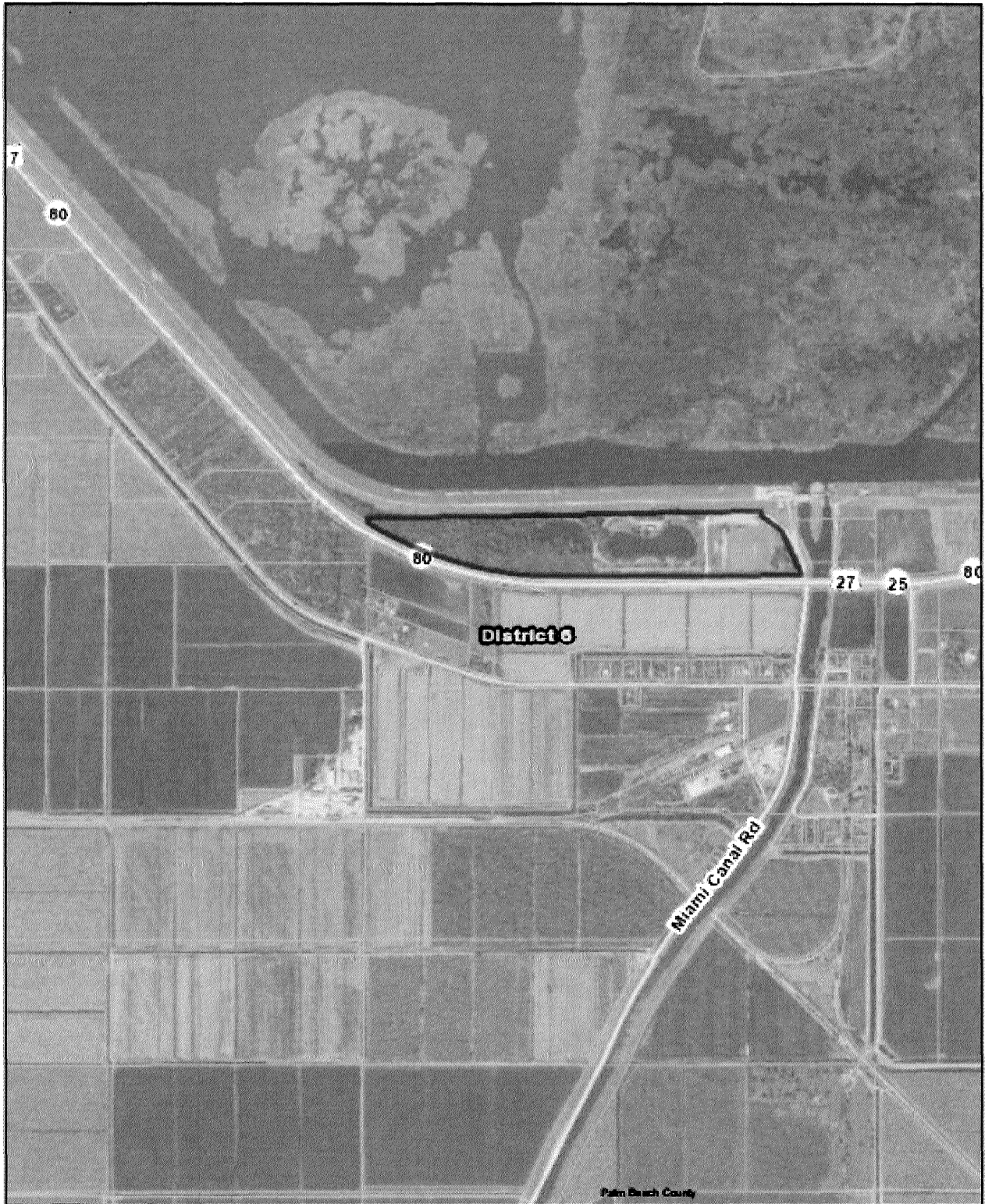
*[Signature]* 4/15/22  
 OFMB 9A 4-15-22  
 MG 4/15/22

*[Signature]* 4/25/22  
 Contract Development and Control  
 4-25-22 TW

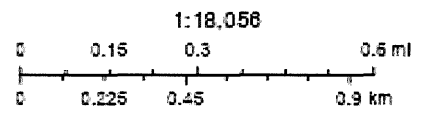
**B. Legal Sufficiency:**  
*[Signature]* 4/25/22  
 Assistant County Attorney

**C. Other Department Review:**  
*[Signature]*  
 Department Director

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



February 22, 2022



00-35-43-35-00-000-7000

## LOCATION MAP



Attachment #1

Attachment No. 2  
Agreement – 12 Pages

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/14/22

REQUESTED BY: Marcel Pessoa  
Property Specialist./PREM

PHONE: 233-0209  
FAX: 233-0210

PROJECT TITLE: John Stretch Memorial Park – (Potable Water Access)

PROJECT NO.:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>
External Revenues	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

*\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

**BUDGET ACCOUNT NUMBER**

FUND: 0001 DEPT: 580 UNIT: 5221 REVENUE SOURCE: 6943 /OBJECT: 4304

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO \_\_\_\_\_

**IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)**

- Ad Valorem (source/type: \_\_\_\_\_ )
- Non-Ad Valorem (source/type: \_\_\_\_\_ )
- Grant (source/type: \_\_\_\_\_ )
- Park Improvement Fund (source/type: \_\_\_\_\_ )
- General Fund
- Operating Budget
- Federal/Davis Bacon
- \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

Department: Parks & Recreation Department

BAS APPROVED BY: 

DATE: 4-14-22

ENCUMBRANCE NUMBER: \_\_\_\_\_

Attachment No. 3  
BAS - Page 1 of 1



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT**

**AGREEMENT NO. 4600004432**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**PALM BEACH COUNTY**

**THIS** Agreement is entered into as of \_\_\_\_\_ by and between the South Florida Water Management District, a government entity created and existing pursuant to Chapter 373, Florida Statutes (DISTRICT) and Palm Beach County, a political subdivision of the State of Florida (COUNTY).

**WHEREAS**, the COUNTY is the operator of John Stretch Memorial Park ("Park") which is located along the southern edge of Lake Okeechobee near the DISTRICT's Structure S-3; and

**WHEREAS**, the DISTRICT is operating a pump station at Structure S-3 and uses County Park's water service for drinking and sanitary water purposes; and

**WHEREAS**, both parties believe it would be in their best interests to continue cooperating in this matter;

**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 COUNTY shall allow the DISTRICT continued access and connection to the COUNTY's existing potable waterline in the Park to supply the DISTRICT's Structure S-3 pump station. The DISTRICT, at its sole cost and expense, is responsible for maintaining the DISTRICT's connection into the COUNTY's existing waterline. The DISTRICT shall meet all requirements of the South Shore



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT**

Water Association (SSWA) including but not limited to an approved water shutoff valve and for restoration of the Park to its original condition upon completion of any required maintenance of the DISTRICT's existing waterline.

2. The DISTRICT shall pay the COUNTY the sum of one thousand two hundred dollars (\$1,200) per year for water service and usage. This amount has been determined based upon the DISTRICT's estimated usage, with a ten (10) year average bill based upon current charges and historical increases by the SSWA. Payment shall be made by October 1 of each year.
3. In the event the water usage significantly increases, the COUNTY shall promptly notify the DISTRICT; and the annual fee will be equitably adjusted.
4. In the event the water rates charged to the COUNTY by SSWA are increased, then the current water service and usage charge shall be increased on a pro rata basis, as of the next yearly payment. The COUNTY shall notify the DISTRICT in writing of the amount of any increase in SSWA rates and the new amount due to the COUNTY hereunder.
5. To the extent that this Agreement or maintenance of the DISTRICT's waterline may require consent or approval of SSWA, it is the sole responsibility of the DISTRICT to obtain the same and provide copies to the COUNTY.
6. The COUNTY makes no warranty as to the quantity and quality of water which may be obtained by the DISTRICT, since the water is processed and pumped by SSWA.
7. Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents; however, nothing contained herein shall constitute a waiver by any party hereto of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.
8. This Agreement shall commence on October 1, 2021 and shall extend for a period of ten (10) years thereafter until September 30, 2031 (the "Term"), unless sooner terminated pursuant to the provisions in this Agreement.
9. This Agreement may be terminated by either the COUNTY or the DISTRICT upon thirty (30) days prior written notice to the non-terminating party to this



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT**

Agreement. The DISTRICT shall at the DISTRICT's expense remove the tap and restore the COUNTY's waterline at the place of the tap.

10. This Agreement is subject to the authority of the Inspector General. The 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 Chamber, 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 interfering with 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.
11. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to 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.
12. The DISTRICT, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT represents that it is self-funded for Workers' Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the DISTRICT, its officers and employees while acting within the scope of their employment during performance under this Agreement. In the event that the DISTRICT subcontracts any part or all of the work hereunder to any third party, the DISTRICT shall require each and every subcontractor to identify the COUNTY as an additional insured on all insurance policies as required by the DISTRICT. Any contract awarded by the DISTRICT shall include a provision whereby the DISTRICT's subcontractor agrees to indemnify, pay on behalf, and hold the COUNTY





## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT**

harmless from all damages arising in connection with the DISTRICT's subcontract.

13. 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.
14. The parties to this Agreement shall not discriminate against any person with legally protected status in any activity under this Agreement.
15. The COUNTY Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement.
16. The DISTRICT, 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 COUNTY undertakes no duty to ensure such compliance, but will attempt to advise the DISTRICT, upon request, as to any such laws of which it has present knowledge.
17. Each party shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should a party 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 that party.

**IF ANY PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OTHER PARTY'S DUTY TO PROVIDE PUBLIC**



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT**

**RECORDS RELATING TO THIS AGREEMENT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS.**

**AS TO THE COUNTY:**

**BUSINESS AND COMMUNITY AGREEMENTS MANAGER  
FACILITIES, DEVELOPMENT AND IONS DEPARTMENT  
2633 VISTA PARKWAY  
WEST PALM BEACH, FL 33411-5605**

**OR BY E-MAIL AT  
[MBRODERICK@PBCGOV.ORG](mailto:MBRODERICK@PBCGOV.ORG)**

**OR BY PHONE AT:  
562-233-5252**

**AS TO THE DISTRICT:**

**3301 GUN CLUB ROAD  
WEST PALM BEACH, FL 33406**

**OR BY E-MAIL AT  
[PUBRICRECORDS@SFWMD.GOV](mailto:PUBRICRECORDS@SFWMD.GOV)**

**OR BY PHONE AT:  
561-682-2724**

18. All notices or other communication regarding this Agreement shall be in writing and forwarded to the attention of the following individuals:

(a) If to the COUNTY at:

Palm Beach County Parks and Recreation Department  
Attention: Director  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461  
Telephone: 561-966-6613  
Fax: 561-242-6930  
Email: [ecall@pbcgov.org](mailto:ecall@pbcgov.org)



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

Palm Beach County  
Facilities Development & Operations Department  
Attn: PREM Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Telephone: 561-233-0221  
Fax: 561-233-0206

(b) If to the DISTRICT at:

DISTRICT Clewiston Field Station  
Attention: Justin Redondo  
2425 Hookers Point Rd, MSC 5360  
Clewiston, FL 33440  
Telephone: 863-983-1431  
Email: [jredondo@sfwmd.gov](mailto:jredondo@sfwmd.gov)

With a copy to:

Procurement Bureau  
Attention: Jose Esquivel, Section Leader - Contracts  
3301 Gun Club Road, MSC 6612  
West Palm Beach, FL 33406  
Telephone: 561-682-6119  
Email: [jesquive@sfwmd.gov](mailto:jesquive@sfwmd.gov)

19. The COUNTY shall send its invoices and any attachments to [APIInvoice@sfwmd.gov](mailto: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 (refer to Attachment 1 to Exhibit C), 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 AGREEMENT**

*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 the applicable sections of Chapter 218, Florida Statutes. 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. The 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. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, 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



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT**

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. 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 DISTRICT and/or COUNTY.
29. Notwithstanding any early termination of this Agreement, the Parties' shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon such party hereunder arising prior to the date of such termination.
30. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

31. As provided in Section 287.132-133, Florida Statutes, 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
32. A. As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if DISTRICT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

**B. When Agreement value is greater than \$1 million:** As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by the DISTRICT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this AGREEMENT shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

33. DISTRICT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the DISTRICT's subcontractors/subconsultants



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT**

performing the duties and obligations of this Agreement are registered with and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

DISTRICT shall obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. DISTRICT shall maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that DISTRICT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that DISTRICT's subcontractor/subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify DISTRICT to terminate its contract with the subcontractor/subconsultant and DISTRICT shall immediately terminate its contract with the subcontractor/subconsultant.

If COUNTY terminates this Agreement pursuant to the above, DISTRICT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, DISTRICT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

34. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order:
  - (a) Terms and Conditions outlined in preceding paragraphs 1 – 33
  - (b) all other exhibits, attachments and documents specifically incorporated herein by reference



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

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

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: Candida Heater

Candida Heater, Director  
Administrative Services Division

## SFWMD OFFICE OF COUSEL

By: Paul C. Brown  
Date: 3/18/2022

## SFWMD PROCUREMENT

By: [Signature]  
Date: February 22, 2022





# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

ATTEST:

JOSEPH ABRUZZO, Clerk of the  
Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Chief Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

G:\PREM\Dev\Open Projects\PR-John Stretch Park\Portable Service Agreement - SFWMD\4600004432\_John Stretch SFWMD & CAO approved  
version 1-6-22.docx