

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

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

<b>Fiscal Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>		\$79,000			
<b>External Revenues</b>					
<b>Program Income(County)</b>					
<b>In-Kind Match(County</b>					
<b>* NET FISCAL IMPACT</b>		\$79,000			
<b>#ADDITIONAL FTE</b>					
<b>POSITIONS (CUMULATIVE</b>					

Is Item Included in Proposed Budget?	Yes	X	No
Does this item include the use of federal funds?	Yes		No X
Does this item include the use of state 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 2026 Budget Account "Contributions to Other Governmental Agencies" as listed above.

### C. Departmental Fiscal Review:

### III. REVIEW COMMENTS:

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

*Handwritten signature*  
05/19/25 OFMB  
MD 8/19

Brenda Gratch 8/25/25  
Contract Dev. & Control 268.20.25

### B. Legal Sufficiency

Anne Delgent 8/25/25  
Assistant County Attorney

### C. Other Department Review

**Department Director**

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

**Background and Justification:** Since 1979, the District has received continued support from the Board of County Commissioners (BCC) to carry out essential programs that safeguard local natural resources, enhance agricultural productivity, and educate residents across Palm Beach County's rural, agricultural, and urban communities. More than ever, the importance of water quality and conservation is crucial. County funding helps support vital services such as free conservation education about Urban and Agriculture BMPs, water use reduction, and natural resource conservation. Growers and residents receive free technical assistance, which saves millions of gallons of water annually, reduces pesticide and fertilizer use, and reduces rainfall runoff. In addition, the District conducts monthly farm audits to ensure proper implementation of agricultural BMPs related to pest control, fertilizer use, and water management. These BMPs are documented in the farm's "Notice of Intent" filed with the Florida Department of Agriculture and Consumer Services (FDACS). Any deficiencies identified are reported for corrective action to ensure that the 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 260 growers are serviced annually and quantified irrigation improvements are documented with FDACS.

The Nursery Overhead Efficiency Project is a free service that helps nursery growers conserve water by replacing inefficient irrigation heads with more efficient mini wobbler heads. In a 3-year period, over 20,000 heads have been replaced with an annual water savings of 150.5 million gallons. Improved water use efficiencies were quantified/documented with FDACS and the South Florida Water Management District (SFWMD).

The Urban Irrigation Efficiency program promotes water conservation and minimizes runoff by educating residential customers on how to reduce water usage while maintaining a healthy landscape. Customers receive a free irrigation evaluation to assess the system's functionality. In one year, the program has saved over 30 million gallons of water, as documented by the City of West Palm Beach and the SFWMD.

The Envirothon is a nationally recognized, field-based educational program that challenges high school students to work in teams and apply critical thinking to answer technical questions. Through hands-on investigations, students explore key environmental topics, including aquatics, soils, forestry, wildlife, and overall environmental stewardship. Top-performing teams earn monetary prizes in recognition of their achievements and move on to compete at the State level.

The BCC funds support only a portion of the District's budget. The remaining contributions for the District's \$550,000 budget come from USDA/NRCS, FDACS, SFWMD, City of West Palm Beach, grants, and various Palm Beach Soil and Water Conservation District programs and services. Since FY 1991, BCC direction provided that the program be funded under "Contributions to Other Government Agencies".

This Agreement for FY 2026, in accordance with previous BCC 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.

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

THIS AGREEMENT is made as of the 16<sup>th</sup> day of September, 2025 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, 2026) 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**

DISTRICT is a political sub-division of the State of Florida subject to the limitations of Florida Statutes 768.28 as amended. DISTRICT shall maintain a fiscally prudent liability program with regard to its obligations under this Agreement, and provide evidence of coverage to DISTRICT upon request. DISTRICT shall notify COUNTY within thirty (30) days of any change in its insurance status. Nothing herein shall serve as a waiver of sovereign immunity.

Should DISTRICT contract with a third-party to perform any services related to this Agreement, DISTRICT shall require the third-party to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include DISTRICT and COUNTY as Additional Insureds.
- b. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence.

- c. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the DISTRICT shall provide an affidavit or Certificate of Insurance evidencing financial responsibility upon a request by COUNTY.

#### **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, 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 R2025-0748, as may be amended, 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, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, DISTRICT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, DISTRICT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall DISTRICT retaliate against any person for reporting instances of such discrimination. DISTRICT shall

provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. DISTRICT understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. DISTRICT shall include this language in its subcontracts.

#### **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 eighty (180) 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, 2025.
2. This Agreement shall end on September 30, 2026.

#### **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.**

#### **ARTICLE 23. ACCESS AND AUDIT**

DISTRICT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the DISTRICT'S place of business.

#### **ARTICLE 24. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, DISTRICT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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

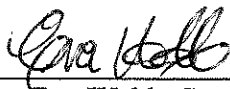
ATTEST:  
CLERK OF THE CIRCUITE COURT &  
COMPTROLLER

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk


BY: \_\_\_\_\_  
Maria G. Marino, Mayor

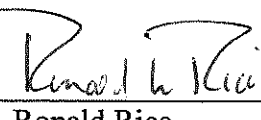
PALM BEACH SOIL & WATER  
CONSERVATION DISTRICT

BY:  \_\_\_\_\_  
Eva Webb, Secretary/Treasurer  
Board of Governing Supervisors

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

BY:  \_\_\_\_\_  
Anne Helfant  
Senior Assistant County Attorney

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

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **PALM BEACH SOIL AND WATER CONSERVATION DISTRICT**

**2025 - 2026**

**Annual Plan of Operations Fiscal Year 2026**

#### **PALM BEACH SOIL & WATER CONSERVATION DISTRICT**

##### **I. CONSERVATION PROGRAMS**

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

The Agriculture Mobile Irrigation Laboratory (Ag MIL) program will provide free on-site evaluations of irrigation systems for a minimum of 260 farms and container nurseries. These evaluations are designed to significantly reduce water consumption and phosphorus runoff in the Everglades Agricultural Area. Services include system assessments, pump calibrations, efficiency recommendations, water quality assistance, Best Management Practice (BMP) implementation, and cost-share assistance. All evaluations and water savings data are reported monthly via the State Irrigation Information Management System provided by FDACS. In FY23/24, the program documented actual savings of 138 million gallons of water. Estimated long-term savings exceed 1,386 million gallons annually.

###### **B. Nursery Overhead Efficiency Project**

The District is committed to promoting water conservation among container nurseries in Palm Beach County. This fiscal year, the District will continue the Nursery Overhead Efficiency Project, which aims to replace a minimum of 7,000 outdated irrigation heads with highly efficient mini-wobbler heads at no cost to participating growers. This effort is expected to save approximately 54 million gallons of water annually, at a cost of just \$0.29 per gallon saved. In FY 22/23, 9,400 irrigation heads were replaced, resulting in an annual water savings of 71 million gallons, as documented by the SFWMD.

###### **C. Urban Irrigation Efficiency Program**

The District will administer the Urban Irrigation Efficiency Program for residents of the City of West Palm Beach. This complimentary program targets households with high water use, providing on-site evaluations of irrigation systems, tailored recommendations to improve water efficiency, and guidance on maintaining healthy landscapes while reducing water consumption and minimizing runoff. In FY 23/24, 198 households participated, resulting in documented savings of 30 million gallons of water.

###### **D. Grower Conservation Goals and Planning** - The District staff collaborates closely with the USDA Natural Resources Conservation Service to assist growers with the development, planning, and design of efficient irrigation systems at no cost to participants. Conservation plans are also created to address on-farm resource

concerns through the adoption of Best Management Practices (BMPs). These practices help improve water and air quality, enhance soil health, support wildlife habitat, and optimize overall agricultural productivity.

**E. PBC-BCC Ag Reserve Land Management**

The District provides comprehensive land management services for approximately 2,188 acres within the Agricultural Reserve, purchased with funds from the 1999 Conservation Lands Bond. These lands are leased for agricultural use, and the District acts as liaison to ensure lessee compliance with accepted agricultural practices. Staff conduct monthly site visits to monitor land conditions, inspect pumps, and verify adherence to Best Management Practices (BMPs). Reports and photographic documentation are submitted quarterly, and a detailed annual report, complete with crop data, is prepared for the County.

**F. Urban Mobile Irrigation Lab (MIL)**

The District operates a fee-based Urban Mobile Irrigation Lab serving homeowner associations (HOAs), municipalities, towns, and businesses. This program provides comprehensive irrigation evaluations and a report of recommendations for improved water efficiency.

**II. EDUCATION**

- A. Southeast Regional "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 natural resource areas (soils, forestry, aquatics, wildlife and a current issue). Local winners go on to the State Envirothon and compete to continue on to the National level.

**III. TECHNICAL INFORMATION**

**A. Technical Assistance**

The District provides technical assistance to the public, including access to the original 1953 Historic Aerials—some of the earliest aerial imagery available of Palm Beach County—which can be reviewed at the District office. We also offer resources such as Palm Beach County Soil Surveys, Plat Directories, and information on soil and water conservation. Additionally, the District supports resource conservation efforts, including Farm Bill cost-share programs and Best Management Practices (BMP) assistance.

**B. Advisory Assistance**

District supervisors and employees participate and serve on several local and statewide committees such as National Association of Conservation Districts, Florida Nursery Growers Landscape Association, Central Palm Beach County and Belle Glade Chambers, Florida Association of Conservation Districts, Florida Conservation District Employees Association, Irrigation Conservation Committee, South Florida Fair Board, Palm Beach County Farm Bureau Board, Western Farm Bureau Board, Florida Farm Bureau committees, and the Brownfield Environmental Justice committee.

**IV. EDUCATIONAL OUTREACH PROGRAMS**

- A. Local Working Group outreach for USDA resource priorities**
- B. Congressional Roundtable Ag. Discussions**

- C. South Florida Agriculture Congressional Tours**
- D. Sweet Corn Fiesta**
- E. City of West Palm Beach Green Business Challenge**
- F. Ag. in the Classroom**
- G. Farm City Luncheon**
- H. Various Chamber of Commerce Leadership programs**
- I. Coalition of Boynton West Residential Association Annual Meeting**
- J. South Florida Fair**
- K. Earth Day**
- L. Presentations**

The District provides free educational presentations to homeowner associations (HOAs), community groups, local clubs, and Master Gardener programs, helping residents learn practical ways to conserve water while maintaining healthy, vibrant landscapes. In collaboration with the South Florida Fair, the District also delivers interactive presentations to elementary and middle school students. These sessions are designed to be engaging and hands-on, introducing students to the importance of soil and water conservation, as well as local agriculture. These outreach efforts not only educate the public but also raise awareness of the District's services and programs, benefiting both residents and agricultural producers across the County.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		<b>CONTACT NAME:</b> Susan Newport <b>PHONE (A/C, No, Ext):</b> (561) 717-2927 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> snewport@egisadvisors.com <b>PRODUCER CUSTOMER ID:</b> 00001284																						
<b>INSURED</b> Palm Beach Soil & Water Conservation District 420 South State Road 7 Suite 162 Royal Palm Beach FL 33414		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Florida Insurance Alliance</td><td>37540</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Florida Insurance Alliance	37540	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES      CERTIFICATE NUMBER: Master Property      REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
402 S SR 7, Ste 162, Royal Palm Beach, FL 33414

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	100124920	10/01/2024	10/01/2025	BUILDING	\$
	CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 25,000
	DEDUCTIBLES				BUSINESS INCOME	\$
	BASIC				EXTRA EXPENSE	\$
	BROAD				RENTAL VALUE	\$
	<input checked="" type="checkbox"/> SPECIAL				BLANKET BUILDING	\$
	EARTHQUAKE				BLANKET PERS PROP	\$
	WIND				BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> FLOOD					\$
						\$
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> Policy Limit	\$ 25,000
	CAUSES OF LOSS	Other Inland Marine			<input checked="" type="checkbox"/> Deductible	\$ 1,000
	NAMED PERILS	POLICY NUMBER				\$
		100124920				\$
A	<input checked="" type="checkbox"/> CRIME	100124920	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> Policy Limit	\$ 500,000
	TYPE OF POLICY				<input checked="" type="checkbox"/> Deductible	\$ 500
	Employee Dishonesty					\$
						\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wind/Hail Deductible: 5% of Property coverage limit. Per Lease Contract the Owner of the Building is responsible for insuring the Building and currently maintains Property Coverage. A minimum 30 days notice will be provided to the Certificate Holder for coverage cancellation.

<b>CERTIFICATE HOLDER</b>  Palm Beach Board of County Commissioners c/o FDO 2633 Vista Parkway West Palm Beach FL 33411	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		<b>CONTACT NAME:</b> Susan Newport <b>PHONE (A/C, No, Ext):</b> (561) 717-2927 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> snewport@egisadvisors.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Florida Insurance Alliance	
		<b>INSURER B:</b> Florida Insurance Alliance WC	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>INSURED</b> Palm Beach Soil & Water Conservation District 420 South State Road 7 Suite 162 Royal Palm Beach FL 33414		<b>NAIC #</b> 11111	
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COVERAGES      CERTIFICATE NUMBER: Master Liability      REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	100124920	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ Included
	OTHER:					EBL - Per Person \$ 1,000,000
A	AUTOMOBILE LIABILITY		100124920	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/>	WC100124920	10/01/2024	10/01/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Public Officials and EPLI (Claims Made)		100124920	10/01/2024	10/01/2025	Per Claim \$1,000,000
	Aggregate \$2,000,000					
	Deductible \$0					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as an Additional Insured with respects to general liability. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach Board of County Commissioners C/O FDO 2633 Vista Parkway West Palm Beach FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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