Agenda Item #: 3P-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 10, 2026 [X] Consent [ ] Regular [ ] Workshop [ ] Public Hearing

Department: Cooperative Extension Service

Submitted by: 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 (District) in an amount not to exceed $79,000 to provide soil and water resource conservation services for Fiscal Year (FY) 2027. The term of this Agreement is retroactive from October 1, 2026 through September 30, 2027.

Summary: This Agreement provides funding for the District's Resource Conservation Activities. The Agreement requires Palm Beach County (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 the same level of County funding provided to the District in FY 2026.

The District provides conservation services and education to rural, agricultural, and urban communities throughout Palm Beach County, with an emphasis on water conservation, water quality, Best Management Practices (BMPs), and natural resource protection. In FY 2024/2025, District programs conserved 258 million gallons of water and served over 350 customers, while helping growers access $579,672 in financial assistance through conservation cost-share programs.

The District also works with the United States Department of Agriculture/Natural Resources Conservation Service (USDA/NRCS) to support agricultural producers with conservation planning, Best Management Practice implementation, and assistance addressing natural resource concerns. These practices improve water quality, reduce soil erosion and sedimentation, conserve water, and support wildlife habitat.

For FY 2026/27, the District will be measured against specific performance deliverables, including replacing at least 4,000 inefficient irrigation heads with high-efficiency mini-wobbler heads, with estimated annual water savings of approximately 28 million gallons; conducting at least 60 in-person irrigation evaluations for residential customers and small businesses, and report the estimated annual water savings; coordinating at least one USDA Local Working Group meeting to identify at least six local conservation needs, natural resource concerns, and local agriculture priorities related to Farm Bill funding; and providing support for the Southeast Regional Envirothon and Florida Envirothon.

County funding supports only a portion of the District's operations and leverages additional funding and resources from federal, municipal, grant, and District program sources to provide conservation services throughout Palm Beach County. Countywide (SF)

Background and Justification: (Continued on Page 3)

Attachments:

1. Agreement with Palm Beach Soil and Water Conservation District

---

Recommended By: Donald h Kie — 10/13/2026
Department Director — Date

Approved By: Jonathan Brown — 10/22/2026
Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
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 current 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
0001	310	3001	8101

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

Funds have been budgeted in FY 2027 Budget Account "Contributions to Other Governmental Agencies" as listed above.

C. Departmental Fiscal Review:

ECB

III. REVIEW COMMENTS:

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

10/14/2026
OFMB AAF 10/14

10/16/26
Contract Dev. & Control ZG 10.16.26

B. Legal Sufficiency

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 conservation programs that protect local water and soil resources, support agricultural productivity, and provide conservation education throughout Palm Beach County's rural, agricultural, and urban communities. County support enables the District to provide free conservation education and technical assistance focused on water conservation, water quality, BMPs, and natural resource protection. Growers, residents, businesses, and other landowners benefit from practical assistance that helps reduce water use, improve irrigation efficiency, protect water quality, reduce runoff, and address natural resource concerns.

The District works with agricultural producers to implement conservation practices and BMPs that address resource concerns and support the long-term viability of agriculture in Palm Beach County. Through coordination with the USDA NRCS, the District assists producers with conservation planning and technical support, including guidance on BMP implementation and conservation cost-share opportunities. These practices provide environmental benefits such as improved water quality, reduced soil erosion and sedimentation, improved soil health, more efficient water use, and enhanced wildlife habitat.

The Nursery Overhead Efficiency Project provides a free service to nursery growers by replacing inefficient irrigation heads with high-efficiency mini-wobbler heads. In FY 2025-2026, the District replaced 5,220 irrigation heads, resulting in an estimated 39.5 million gallons of annual water savings. The District will continue this highly cost-effective water conservation program in FY 2026-2027, helping Palm Beach County achieve measurable water conservation benefits through a relatively small investment. Improved water use efficiencies were quantified/documented with the South Florida Water Management District (SFWMD).

The Urban Irrigation Efficiency program provides free, in-person irrigation education and evaluations to residential customers and small businesses with high water use. District staff meet directly with customers to inspect irrigation systems, explain their findings, and provide written recommendations tailored to each property. The program helps customers improve system performance, reduce water waste, maintain healthy landscapes, and minimize stormwater runoff.

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's $79,000 contribution represents only a portion of the District's overall funding and helps leverage additional resources generated through federal, state, municipal, grant, and District program sources. For FY 2027, the District anticipates $305,570 in total revenue, including the County's $79,000 contribution. The remaining $226,570 will come from other sources, meaning the County's investment helps leverage approximately $2.87 in additional revenue for every $1 provided by the County.

Since FY 1991, BCC direction provided that the program be funded under "Contributions to Other Government Agencies". This Agreement for FY 2027, 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 10 day of November, 2026 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, 2027) 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, 2026.

2. This Agreement shall end on September 30, 2027.

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 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. DISCLSOURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF COUNCERN

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.

ARTICLE 25. COMPLIANCE WITH ALL LAWS

DISTRICT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DISTRICT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK OF THE CIRCUIT COURT
& COMPTROLLER AD INTERIM

BY: _____
Deputy Clerk

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
Sara Baxter, Mayor

PALM BEACH SOIL & WATER
CONSERVATION DISTRICT

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Shannon Fox
Senior Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
Ronald Rice
Department Director

EXHIBIT "A"

SCOPE OF WORK

PALM BEACH SOIL AND WATER CONSERVATION DISTRICT

2026 - 2027

Annual Plan of Operations Fiscal Year 2027

PALM BEACH SOIL & WATER CONSERVATION DISTRICT

I. CONSERVATION PROGRAMS

A. Plant Nursery Overhead Efficiency

The District is committed to promoting water conservation and improving irrigation efficiency throughout Palm Beach County. Through the Overhead Efficiency program, the District works with plant nurseries across Palm Beach County to upgrade outdated irrigation systems with high-efficiency mini-wobbler heads, at no cost to participating growers. In FY 25/26, the District replaced 5,220 irrigation heads, resulting in an estimated 39.5 million gallons of water savings annually, or nearly 198 million gallons over the five-year service life of the equipment, as documented by the South Florida Water Management District (SFWMD). Building on that success, the District will continue the program in FY 26/27 targeting substantial additional water savings, making it one of the most cost-effective water conservation programs.

B. Agricultural Water Conservation and Technical Services

The District will provide technical services to row-crop farmers and plant nurseries, including irrigation pump and water-use accounting system calibrations, and guidance on Best Management Practice (BMP) implementation.

Pump calibrations provide growers with the technical documentation needed to support compliance with South Florida Water Management District (SFWMD) water-use permit requirements. Applicable water-use permit holders must maintain an approved method of accounting for water withdrawals, with recalibration generally required every five years. Following the field visit, the District will provide growers with a written calibration report documenting the results for their records and applicable regulatory requirements.

C. Agriculture Operation Conservation Planning and Technical Support

The District works with the USDA Natural Resources Conservation Service (NRCS) to provide no-cost conservation planning and technical assistance to agricultural producers. Conservation plans help address natural resource concerns through the implementation of Best Management Practices (BMPs) and support improved water quality, healthier soils, stronger wildlife habitat, and more efficient irrigation, supporting the long-term viability of agriculture as an economic driver in Palm Beach County.

D. Urban Irrigation Efficiency Program

The District will administer the Urban Irrigation Efficiency Program in partnership with Palm Beach County Water Utilities and the City of West Palm Beach. This complimentary, in-person program brings on-site irrigation evaluations directly to residential customers and small businesses with high water use. The District's Irrigation Specialist inspects each system, walks the customer through the findings, and provides a written report with tailored recommendations for improving irrigation system performance, reducing water waste, protecting landscape health, and

minimizing stormwater runoff at the household and business level.

E. Urban Mobile Irrigation Lab (MIL)

The District operates a fee-based Urban Mobile Irrigation Laboratory program serving homeowner associations, municipalities, businesses, and other large landscape water users throughout Palm Beach County. Evaluations are conducted on common areas, parks, golf courses, medians, and other irrigated landscapes. The District's Irrigation Specialists provide recommendations to improve irrigation efficiency, reduce operating costs, conserve water, and minimize runoff, supporting countywide water conservation efforts while generating revenue to support the District's broader conservation programs.

II. CONSERVATION EDUCATION AND WORKFORCE DEVELOPMENT

A. Regional and State Envirothon

The District provides volunteer support, event coordination, sponsorship assistance, and program support for the Southeast Regional Envirothon and the Florida Envirothon. District Board, staff and volunteers assist with organizing and conducting the competitions and help connect students with conservation and natural resource professionals.

The Southeast Regional Envirothon is a hands-on environmental education program for high school students that develops knowledge, teamwork, critical thinking, and problem-solving skills in soils, forestry, aquatics, wildlife, and current environmental issues. Regional winners advance to the Florida Envirothon and may continue to the National Conservation Foundation Envirothon competition.

The Florida Envirothon is a statewide competition that provides students with opportunities to apply their knowledge of natural resources and develop leadership skills related to conservation and environmental stewardship.

III. CONSERVATION INFORMATION AND ADVISORY SERVICES

A. Conservation Information and Resources

The District serves as a public resource point for conservation information, maintaining access to the original 1953 and 1964 Historic Aerials, Palm Beach County Soil Surveys, Plat Directories, and other natural resource materials.

B. Advisory Assistance

District supervisors and staff engage with local, state, and national organizations addressing agriculture, conservation, water resources, and economic development. This ongoing involvement keeps the District's conservation expertise engaged in resource initiatives and policy discussions affecting Palm Beach County, while helping coordinate efforts that benefit the County's agricultural, environmental and water resources.

IV. OUTREACH AND COMMUNITY ENGAGEMENT

The District builds public understanding of conservation, agriculture, and environmental stewardship through sustained partnerships with local governments, community organizations, and residents across Palm Beach County. These engagements keep conservation programs visible and accessible, and connect the County's agricultural industry with the broader public it serves, including, but not limited to:

A. **Local Working Group outreach** to identify local agricultural and natural resource priorities for the USDA Farm Bill;
B. **Congressional roundtables and agricultural discussions** addressing issues affecting Palm Beach County agriculture and conservation;
C. **South Florida Agriculture Congressional Tours** showcasing local agriculture, water management, conservation practices, and agricultural operations;
D. **Sweet Corn Fiesta** agricultural education and community outreach;
E. **Ag in the Classroom** educational activities connecting students with agriculture and natural resource stewardship;
F. **Farm City Luncheon** promoting understanding and communication between the agricultural community and the broader community;
G. **Chamber of Commerce and community leadership programs** that increase awareness of agriculture, conservation, and economic development;
H. **Coalition of Boynton West Residential Association Annual Meeting** and similar community presentations;
I. **South Florida Fair** agricultural and conservation education outreach for adults and children;
J. **Earth Day and environmental education events**;
K. **Presentations and educational programs** for civic organizations, community groups, agricultural organizations, schools, and other stakeholders.

V. PERFORMANCE DELIVERABLES

To demonstrate measurable conservation, education, and community benefits during the Agreement term, the District will accomplish the following performance deliverables:

A. Nursery Overhead Efficiency

The District will replace at least 4,000 inefficient irrigation heads with high-efficiency mini-wobbler heads at participating plant nurseries. Based on the water-use efficiency methodology used for the District's SFWMD supported projects, replacement of 4,000 irrigation heads is estimated to result in approximately 28 million gallons of annual water savings.

B. Urban Irrigation Efficiency

The District will conduct at least 60 in-person irrigation evaluations for residential customers and small businesses through the Urban Irrigation Efficiency Program. Participating customers will receive a written report with recommendations tailored to their irrigation system to improve irrigation efficiency, reduce water waste, protect landscape health, and minimize stormwater runoff. The District will calculate the estimated annual water savings associated with completed evaluations and report the results in its semi-annual Utilization Reports and Annual Report.

C. USDA/NRCS Local Working Group

The District will coordinate and facilitate at least one Local Working Group meeting with a diverse group of representatives with agricultural, environmental, natural resource, governmental, and community interests. The meeting will identify at least six local conservation needs, natural resource concerns, and priorities, including considerations related to existing USDA conservation programs and Farm Bill priorities. The District will compile the resulting recommendations and submit them to the USDA/NRCS State Technical Committee for consideration in conservation program planning and implementation.

D. Conservation Education

The District will provide coordination, volunteer, sponsorship, and program support for the Southeast Regional Envirothon and Florida Envirothon. Through these activities, the District will support hands-on conservation education for high school students in soils, water, forestry, wildlife, environmental issues, and natural resource stewardship.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2026

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).

PRODUCER
Egis Insurance & Risk Advisors
250 International Parkway
Suite 260
Lake Mary FL 32746

CONTACT NAME: Heath Hindman
PHONE (A/C, No, Ext): (561) 210-5673 **FAX (A/C, No):**
E-MAIL ADDRESS: hhindman@egisadvisors.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Florida Insurance Alliance	33467
INSURER B : FIA WC	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** 25-26 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		100126920	10/01/2026	10/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL - Per Person	$ 1,000,000 $ Included $ 5,000 $ Included $ $ Included $ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			100126920	10/01/2026	10/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			100126920	10/01/2026	10/01/2027	EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC100126920	10/01/2026	10/01/2027	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Public Officials and EPLI (Claims Made)			100126920	10/01/2026	10/01/2027	Per Claim Aggregate Deductible	$1,000,000 $2,000,000 $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

Palm Beach Board of County Commissioners
C/O FDO
2633 Vista Parkway
West Palm Beach FL 33411

CANCELLATION

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

Brent Hummel

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD