Agenda Item #3.M.3.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2026 | **[X] Consent** | **[ ] Regular** | **[ ] Ordinance** | **[ ] Public Hearing**

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve the South Florida Water Management District (SFWMD) Indian River Lagoon License Plate (IRLLP) 2026 Funding Agreement (Agreement) No. 4600005415, in the amount of $12,500 **with a County match of $36,720 from the Parks and Recreation Department's (Parks) operating budget,** for exotic vegetation removal at Riverbend Park (Riverbend), for the period commencing on the date of execution of this Agreement and shall continue for a period of one (1) year; and

B) delegate authority to the County Administrator or designee to execute all future time extensions, task assignments, certifications, standard forms, and other forms associated with the Agreement and any necessary amendments that do not substantially change the scope of work or terms and conditions of the Agreement.

Summary: Riverbend is a heavily utilized 665-acre regional park located in northern Palm Beach County (County). Riverbend is known for its ecology, history, and passive recreation facilities and is located along the Loxahatchee River. Riverbend features a series of interconnected waterbodies including wetlands and filtering marshes. If left unchecked, non-native invasive plants will spread in the watershed and alter the native habitats that support both wildlife and the river system. Consistent non-native vegetation management is critical to the Park management plan maintaining the health of the native habitats. The Agreement contains a non-standard indemnification provision whereby the County is agreeing – in exchange for the grant funds – to indemnify the SFWMD in the event of improper conduct on behalf of the County. In accordance with PPM CW-F-049 the foregoing indemnification provision has been reviewed and approved of by the Risk Management Department and the County Attorney's Office. **The total project cost is $49,220, with the County contributing $36,720 in matching funds from the Parks operating budget**. District 1 (DB)

Background and Justification: The IRLLP grant is funded through the sale of specialty license plates sold in the County. Funds generated are used to support habitat restoration, water quality improvement, and associated education projects. SFWMD is responsible for administering IRLLP grant funds. Riverbend is located south of Indiantown Road in north County and serves as the recreational gateway to the Northwest Fork of the Loxahatchee National Wild and Scenic River. Riverbend attracts over 150,000 visitors annually and contains a variety of subtropical hammocks, lakes, sloughs and prairies, and provides passive recreation at the historic headwaters of the Loxahatchee River. Riverbend features 13 miles of shell rock hiking/biking trails, 8 miles of equestrian trails, and 5.3 miles of kayak and canoe trails.

Attachment:
1. Funding Agreement No. 4600005415

Recommended by: Paul D Connell — **Department Director** — **Date:** 11/5/26

Approved by: Luis De La Rua — **Deputy County Administrator** — **Date:** 11/9/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget:	Yes		No	X
Does this item include use of Federal Funds?	Yes		No	X
Does this item include use of State funds?	Yes	X	No	

Budget Account No.: **Fund** ___ **Department** ___ **Unit** ____
Object ____ **Program** _____

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

There is no fiscal impact at this time. Once the grant has been executed, a budget amendment will be brought before the Board for approval and the respective funding sources would be as follows:

SFWMD grant	0001-582-5417	$12,500
Riverbend Park operating budget	0001-580-5417	$36,720
Total Grant Project Cost		$49,220

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

_____ 10/22/2026
OFMB
10/21
DA 10/22

_____
Contract Development and Control
ZG 10.26.26

B. Legal Sufficiency:

_____ 10/23/26
~~Senior~~ Assistant County Attorney

C. Other Department Review:

_____
Department Director

REVISED 10/95
ADM FORM 01

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2026 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INDIAN RIVER LAGOON LICENSE PLATE
FUNDING AGREEMENT

Recipient: Palm Beach County Board County Commissioners – Parks and Recreation Department **Recipient's Project Manager:** Pat Rash **Address:** 9060 Indiantown Road, Jupiter, FL 33478 **Telephone No:** 561-746-6489	**Agreement Number: 4600005415** **Purchase Order Number: 95000_____** Reference above on all invoices. **District Funding Amount: $12,500.00**

SFWMD Project Manager: Matthew Biondolillo

Telephone No.: (561) 682-6312

Email: mbiondol@sfwmd.gov

Contract Specialist: Dora Jackson

Telephone No.: (561) 682-6420

Email: djackson@sfwmd.gov

Address:
3301 Gun Club Road
West Palm Beach, FL 33406

Insurance: N/A

Federal Employer Identification Number: 59-60000785

Project Title: Herbicide Treatment of Exotic vegetation

Description: Herbicide Treatment of +/- 250 acres in zones 7, 10, 18, 19, 20, 28, 29, 30, 31, + Islands of zones 5, 5A, 8A, 10 and 19.

This **Agreement** is entered into between "the Parties", the South Florida Water Management **District**, (the "**District**"), and the undersigned Applicant, hereinafter referred to as the "**Recipient**". The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial, and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "A", and made a part of this **Agreement.**

1.2 As part of the services to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District.** This paragraph shall survive the expiration or termination of this **Agreement**.

1.3 Attached to this **Agreement** are the following exhibits which are incorporated herein:

Exhibit A: Statement of Work
Exhibit B: Payment and Deliverable Schedule

ARTICLE 2 - TERM OF THE AGREEMENT

2.1 The period of performance of this **Agreement** shall commence on the last date of execution of this **Agreement** and shall continue for a period of one (1) year.

2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 - COMPENSATION/CONSIDERATION

3.1 As consideration for the Project required by this **Agreement**, the **District** shall reimburse the **Recipient** an amount not to exceed the **District** Funding Amount specified on page one (1) of this **Agreement**. Such amount is contingent upon **Recipient's** documentation verifying actual expenditures of the invoiced amount for the **District's** reimbursement of seventy-five (75%) of the project costs and **Recipient's** documentation of at least twenty-five percent (25%) of the total project costs (match). **Recipient's** match may be documented by direct expenses and/or in-kind services. The **District** shall only be obligated to pay for documented actual expenditures within the not-to-exceed amount specified on the cover page of this **Agreement** and therefore, no additional consideration shall be authorized.

3.2 The **Recipient** assumes sole responsibility for all work, which shall be performed pursuant to Exhibit "A." By providing funding hereunder, the **District** does not make any warranty, guaranty, or any representation whatsoever regarding any of the work performed hereunder, including but not limited to the adequacy or sufficiency of all or any part of work described in Exhibit "A".

3.3 The **Recipient** hereby agrees that it shall use other sources of funding for all work associated with the design and permitting aspects of the Project. **District** funds shall only be used for the Project and tasks identified in Exhibit "A".

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the "Payment and Deliverable Schedule", and receipt of a fully documented reimbursement package. The **Recipient's** reimbursement request package shall contain all backup documentation required to substantiate actual expenditures (see Attachment 1 to Exhibit "B"). The request shall include but is not limited to:

- **Recipient's** invoice (include the **District's Agreement** Number and Purchase Order number).
- Signed certification letter on **Recipient's** letterhead (signed by an authorized representative of the **Recipient)** that the Project has been completed in accordance with Exhibit "A" of this **Agreement**.
- Tasks completed per the **Agreement** (if all tasks are finished, a statement indicating that the project is completed per the **Agreement**); and
- Vendor invoices/application for payment) for the **District Project Manager(s)** to ascertain that each deliverable in the invoice has been substantially complete.

4.2 The **Recipient's** invoice shall reference the **District's** Agreement Number and purchase order number and shall be emailed to APInvoice@sfwmd.gov or mailed to Accounts Payable at the following address:

South Florida Water Management District
ATTN: Accounts Payable
3301 Gun Club Rd
West Palm Beach, Florida 33406

The **Recipient** shall not submit an invoice to any other address at the **District** except as identified in article 4.3.

4.3 The Recipient shall submit the quarterly reports and all other deliverables, along with copies of all invoices, and documentation of the actual costs incurred and invoiced to the District for its 75% reimbursement and the Recipient's 25% match, to the Project Manager at the following address:

South Florida Water Management District
ATTN: Matthew Biondolillo
3301 Gun Club Road
West Palm Beach, FL 33406
Phone: 561-682-6312
Email: mbiondol@sfwmd.gov

4.4 The **District** shall have the right to inspect all work and review all reports before authorization of payment is made to the **Recipient**. It is the policy of the **District** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all District requirements as set forth in the **Agreement** for invoice submission. The time at which payment shall be due from the **District** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the **District** conditions as detailed in the **Agreement.**

Failure of the **Recipient** 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.**

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **District** shall be concluded by final written decision of the District Procurement Bureau Chief not later than sixty (60) days after the date on which the proper invoice was received by the **District.**

ARTICLE 5 - PROJECT MANAGEMENT

5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.

5.2 All notices, demands, or other communications regarding this **Agreement,** other than those set forth in paragraph 4.2 above, shall be in writing and forwarded to the attention of both the Project Manager and the Contract Specialist noted on the first page of this **Agreement** by electronic mail, US Mail or overnight carrier, or otherwise required by law.

5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.

5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's** Agreement Number.

ARTICLE 6 - INDEMNIFICATION AND INSURANCE

6.1 The following indemnification clause shall only be applicable to Investor-owned Utilities or Private Entities:

For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save and hold the **District,** its officers, directors, board members, agents, assigns, and employees, harmless from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrong conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement.** The **District** shall have the right to approve counsel selected by the **Recipient** to defend the **District** in the event the **District** is named in any legal action.

6.2 Government entities will be responsible for their own acts of negligence up to the amounts in Section 768.28, Florida Statutes. The entity assumes any and all risks of personal injury, bodily injury, and property damage attributable to negligent acts or omissions. This in no way means that an agency consents to be sued. It should warrant and represent that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of their employment during performance under this **Agreement**. It is further agreed that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; of (3) a waiver of sovereign immunity of the State of Florida beyond the wavier provided in Section 768.28, Florida Statues.

6.3 The following shall only apply if the work is being performed on **District** property:

The **Recipient** shall procure and maintain, through the term of this **Agreement**, insurance coverage, which will be determined after the evaluation of the Statement of Work as to the amounts and conditions. The coverage required shall extend to all employees and subcontractors of the **Recipient.** The Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and AM Best rating, policy numbers, effective and expiration dates of each type of coverage required. The insurance carrier's authorized representative shall sign the Certificate and shall identify the District as an additional insured as required.

ARTICLE 7 - TERMINATION/REMEDIES

7.1 It is the policy of the **District** to encourage good business practices by requiring recipients to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with **District** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important

part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement.**

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District,** by sending a Termination for Default Notice, the **District's** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District,** and if so, for what period of time. The **District's** Governing Board may consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **Recipient** should be suspended, and if so, for what period of time. Should the **District** terminate for default in accordance with this provision, the **District** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

7.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery to the **Recipient** of a Notice of Termination specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination for convenience, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.

7.3 In the event a dispute arises, which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 8 - RECORDS RETENTION

8.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:

A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of

this **Agreement,** including supporting documentation for any service rates, expenses, research, or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement.**

B. Examination of Records. The **District** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time, and place.

C. Extended Availability of Records for Legal Disputes. In the event that the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to the **Agreement** until the final disposition of the legal dispute, and all such records shall be made readily available to the **District**.

8.2 Public Records

A. **Compliance with Florida Laws: Recipient** must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If **Recipient** asserts any exemptions to Florida's public records laws, Recipient has the burden of establishing and defending the exemption. Recipient's failure to comply with this section is a breach of this **Agreement.**

B. **Recordkeeping and Public Access:** If **Recipient** receives a request from any member of the public for records associated with this **Agreement**, the **Recipient** must promptly provide the requested records to the person requesting them and provide written notice to the **District** of what was requested and what it provided to the requestor. In addition, **Recipient** must: (1) keep and maintain public records that ordinarily and necessarily would be required by the **District** in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the **District** would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the **District** all public records in possession of the **Recipient** upon termination of the **Recipient** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **District** in a format that is compatible with the information technology systems of the **District**. At the conclusion of the **Agreement** with the **District**, **Recipient** shall provide all applicable records associated with this **Agreement** on electronic media (USB flash drive or agreed-upon alternate).

ARTICLE 9 - STANDARDS OF COMPLIANCE

9.1 The **Recipient**, 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 **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.

9.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. The exclusive venue for any dispute(s) arising out of or related to this **Agreement** shall be in a court of competent jurisdiction located in Palm Beach County, Florida.

9.3 Pursuant to Section 216.347, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch, or another state agency.

9.4 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119 of the Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.

9.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary.

9.6 The **Recipient** and its agents will not discriminate against any person on legally protected bases in any activity under this **Agreement**.

9.7 The **Recipient** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **Recipient** shall not subcontract, assign, or transfer any other work under this **Agreement** without the prior written consent of the **District's** Project Manager. The **Recipient** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **Recipient** that the **District** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).

9.8 Pursuant to Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein.

Recipient also assures us that it is not on the District's Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this project.

9.9 The **Recipient** acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or contractors who shall perform work is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. The **Recipient** further understands and accepts that this **Agreement** shall be either void by the **District** or subject to immediate termination by the **District** in the event there is any misrepresentation or false certification on the part of the **Recipient**. The **District**, in the event of such termination, shall not incur any liability to the **Recipient** for any work or materials furnished.

9.10 In the event the **Recipient** is a nongovernmental entity, the **Recipient** shall provide Attachment NA to this **Agreement** titled, "Affidavit for Human Trafficking," signed by an officer or representative of the **Recipient** pursuant to section 787.06, Florida Statutes

ARTICLE 10 - RELATIONSHIP BETWEEN THE PARTIES

10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns, during or after the performance on this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.

10.2 The **Recipient** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.

10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during

the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.

11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:

(a) Terms and Conditions outlined in Articles 1-11
(b) Exhibit "A" Statement of Work
(c) All other exhibits, attachments, and documents specifically incorporated herein by reference

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns 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.

11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement,** to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **Agreement** may be amended only with the written approval of the Parties.

11.6 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, email or facsimile copy of this **Agreement** and any signatory hereon shall be considered for all purposes as original.

11.7 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**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **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. This **Agreement** may be amended only with the written approval of the Parties.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,

By: _____
Candida Heater, Director
Administrative Services Division

Date: _____

SFWMD Procurement Approved
By: _____ Date: 09/30/2026

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONER

By: _____
Authorized Official

Title: MAYOR

Date: _____

Approved As To Form
And Legal Sufficiency

By: _____
Assistant County Attorney

Approved As To Terms
And Conditions

By: _____
Department Director

EXHIBIT "A"
STATEMENT OF WORK

1.0 INTRODUCTION

Riverbend Park is a heavily utilized 665-acre passive regional park located in northern Palm Beach County. The park known for its hiking, equestrian and canoe/kayak facilities, is located along the Loxahatchee River and is the southern-most "wild and scenic" river in the continental United States. The headwaters to the Northwest Fork of the Loxahatchee River is the only surviving example of a subtropical cypress forest river system remaining in Florida.

The park features a series of interconnected waterbodies including wetlands and filtering marshes, providing for over five miles of interior canoe and kayak trails. The upland habitats that drain into these waterbodies are in a maintenance program for invasive, exotic vegetation. Pest plants that populate these habitats include many different species. If left unchecked, these pest plants will spread into the watershed and alter the native habitats that help support the river system.

2.0 BENEFITS TO THE IRL OR LOXAHATCHEE RIVER

The elimination of invasive exotics help support native habitats that are all part of the Loxahatchee River ecosystem. Healthier ecosystem results in better water quality.

3.0 PROJECT LOCATION

The project is in Riverbend Park, 9060 Indiantown Road, Jupiter, FL 33478. The park is located on the south side of Indiantown Road along the north fork of the Loxahatchee River. The project is located on the Loxahatchee watershed. Please see map.

4.0 SCOPE OF WORK

The project includes herbicidal treatment of approximately 250 acres of upland and island habitat. The contractor will address zones 7, 10, 18, 19, 20, 28, 29, 30, 31, + Islands of zones 5, 5A, 8A, 10, and 19 focusing on target species such as Lygodium, Brazilian pepper, Australian pine, Caesar weed, Acacia, and Java plum.

Task 1: Herbicide Treatment

All work will be performed by an annual contractor, who will be responsible for providing all labor, equipment and supplies. Every effort will be made by the contractor to avoid overspray damage to native vegetation. This work will be strictly monitored by Palm Beach County Parks and Recreation Department employees.

Task 2: Project Close-out Documentation

Upon project completion, the County will compile project close-out documentation related to treating +/- 250 acres for invasive, exotic species.

Deliverable(s): The County will submit project close-out documentation including an executed purchase order, "before" and "after" photographs, maps of treated areas, and a certification of completion. .

Task 3: Quarterly Progress Report(s)

Task 3 includes submission of a Quarterly Progress Report following each quarter (calendar year) throughout the project lifecycle (see Exhibit B, Attachment 2).

Deliverable(s): The County will submit Quarterly Progress Reports that will include a description of activities completed during the previous quarter, any delays to project schedule, and project activities projected for the next quarter. Photos will be included to document each task.

PALM BEACH COUNTY
PARKS & RECREATION
GRAPHIC SCALE
RIVERBEND PARK
MASTER PLAN:JANUARY 2013
MANAGEMENT AREAS: APRIL2013
LOXAHATCHEE RIVER BATTLEFIELD PARK
MASTER PLAN:JANUARY 2013
MANAGEMENT AREAS: APRIL 2013
HATCHER/HALPRIN PROPERTY
PLAN:JANUARY 2013
MANAGEMENT AREAS: APRIL 2013
LEGEND
#1
#2
#3
#4
#5
#6
#7
#8a
#8b
#8c
#9
#10
#11
#12
#13
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EXHIBIT "B"
PAYMENT & DELIVERABLE SCHEDULE

All deliverables are subject to review and acceptance by the District. Acceptability of all work will be based on the District's judgment that the work is technically complete and accurate. The Recipient shall be responsible for all aspects of managing and completing the project as described in Exhibit "A" and Exhibit "B".

The Recipient shall deliver to the District a complete set of deliverables including a summary sheet of all invoices paid for each period. Recipient may invoice the District requesting a reimbursement of 75% of the total costs to complete each deliverable within the not-to-exceed maximum amount shown below. Payment is contingent upon the Recipient providing documentation with each invoice showing actual expenditures, including its minimum 25% cost share, as well as providing the deliverables as described in the Payment and Deliverable Schedule. The District shall only be obligated to reimburse for documented actual expenditures within the not-to-exceed amounts specified below.

TASK NO.	TASK / DELIVERABLE	DUE DATE	LOCAL MATCH	SFWMD PAYMENT (NOT-TO-EXCEED)	TOTAL COST
1	Treatment of Invasive, Exotic Plants	08/30/2027	$36,720	$12,500	$49,220
2	Project Close-out Documentation	09/30/2027			
	DELIVERABLE: PROJECT CLOSE-OUT DOCUMENTATION				
3	Quarterly Progress Reports	Quarterly[a]	--	--	$0
	TOTAL COST		$36,720	$12,500	$49,220
	Percent of Total		75%	25%	100%

a. Quarterly project progress reports are due on the 15th day of the month following each quarter of the calendar year throughout the project lifecycle.

Attachment 1
Documentation Required for all Agreement Payments

Listed below are the minimum requirements for documentation to support invoice payment requests. Additional requirements may be in effect for this contract depending on the source of funds for this work.

Entities performing work must maintain accurate books, records, documents, and other evidence that sufficiently and properly support all direct and indirect costs expended in the performance of the contract or agreement. The Recipient shall allow the District, Federal, State, or other parties providing contract funding, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks, payroll registers or any and all similar material as deemed necessary. These records shall be maintained for five years following the close of the contract or agreement.

Project deliverables and services performed by the Recipient should be in a proper and satisfactory manner as described in the Statement of Work. Only expenditures for goods, services and other deliverables falling within the categories agreed to pursuant to the Statement of Work and approved contract budget should be paid. All costs should be reasonable, appropriate, necessary, valid, and eligible. Expenditures should be made in accordance with applicable laws, rules, and regulations and complete (transactions are documented, and all funds are accounted for).

Expenditures for periods prior to the current billing period will only be approved if supported by adequate documentation along with a written explanation as to why the expense was not submitted during the correct billing period.

Expenditures for work performed prior to the execution of an agreement are not allowable unless specifically provided for in the agreement.

Invoices for fixed unit rate contracts must show the number of service units being billed, the cost per unit, and be in agreement with contract terms and conditions.

In detail, invoices and the documentation accompanying invoices for services under contracts which are not fixed price must include the following:

1. The beginning and end date of the work period being invoiced should be specified on all Recipient invoices. The invoice date and the date of services and deliverables provided should not precede the date that an agreement was executed unless specifically provided for in the agreement. Similarly, the end date of contracts and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a contract amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final payment.

2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.

3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.

   a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the contract. Summary schedules should be supported by detailed records totaling the amounts on the summary schedule. The Recipient must maintain and provide upon request the relevant payroll register pages covering the period of service.
   b. If the agreement specifies that indirect costs may be charged based on a specified rate, then the calculation must be provided. In the absence of this indirect costs will not be allowable.
   c. Purchases or rental of commodities such as materials, equipment, tools, etc., should be accompanied by an invoice or receipt from the supplier that describes what was purchased, the date of purchase, the number of units, and the cost per unit. Purchases should be allowable per the agreement, directly related to the Statement of Work, reasonable and within the agreement period.
   d. Invoices for services provided should be in sufficient detail as to determine 1) what was provided (to determine how it relates to the overall contract); 2) when the services were provided (to determine whether the amounts being billed pertain to the correct period); 3) the unit price and total cost of what was provided (to determine whether it's reasonable given the task performed); 4) minimum performance standards were achieved in accordance with contract requirements and expectations; 5) proof of payment (e.g. check number or copy of canceled check, wire confirmation, credit card confirmation, etc.).
   e. If the agreement allows for the separate billing of travel costs such costs must comply with the District's travel policy which includes the submission of a completed District provided *Travel Expense Reimbursement* form along with documentation of all travel expense items listed on the form. If the District's form is not used, the form must contain the same information as provided in the District's form.
   f. Vehicle and/or equipment allowance and usage charges should be reported in detail by number of hours used and dates of use. **Recipient's** or its subcontractors must maintain documentation by use of a log that shows the vehicle/equipment description, the location where the item was in use, if a vehicle it should show the beginning and ending odometer readings along with total mileage and if a piece of equipment it should show the beginning and ending times that the equipment was in use for and who the operators were. A copy of the log for the applicable time frame must be submitted with the invoice package. Usage of vehicles and equipment should be reasonable based on the task being performed and agree to the rates as specified in the contract.
   g. The requirements above also apply to subcontractors.

ATTACHMENT 2
PROJECT PROGRESS REPORT

South Florida Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	
Recipient:	
SFWMD Contract Number:	

SFWMD Project Manager:	
Recipient's Project Manager:	

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:	
Cost-Share Amount Expended To-date:	

Cost-Share Amount Expended This Period:	
Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Construction							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date

☐ Check Contractor coordination activities in relation to the approved Loaded Schedule of Values are included.
☐ Check If an invoice is included with this monthly report, all task 2 invoice requirements are included.

Project update including problems, issues and solutions. Explain in detail.

Description of work performed during current reporting period.

Description of proposed work for next reporting period.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

Attachment 3
Sample Invoice Cover Page

FROM:

Company Name

Project Manager Name

Street Address

City, ST, ZIP Code

Phone

Mail To: South Florida Water Management District
3301 Gun Club Road, West Palm Beach, FL 33406
Apinvoice@sfwmd.gov

Copies To: Matthew Biondolillo, Project Manager
mbiondol@sfwmd.gov

Dora Jackson, Contracts Specialist
djackson@sfwmd.gov

Invoice No. _____

Contract No. _____

Date: _____

Purchase Order No. _____

Invoice Period From: _____ **To:** _____

Prepared by: _____ _____ _____
(Print) *(Signature)* *(Date)*

Detail Sheet

RECIPIENT'S NAME:			
RECIPIENT'S ADDRESS:			
PROJECT NAME:			
INVOICE PERIOD:			
FROM:		**To:**	

SFWMD Cost-Share Program
Invoice for Reimbursement

SFWMD CONTRACT NO.:			
INVOICE NO.:		**SFWMD Cost Share Percentage:**	
DATE OF REQUEST:		**SFWMD Cost Share Total:**	
SFWMD Project Manager:		**SFWMD AMOUNT REQUESTED:**	$ -

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	INVOICE TOTAL AMOUNTS	ELIGIBLE EXPENSES PREVIOUS SUBMITTALS	SFWMD PORTION OF PREVIOUS ELIGIBLE EXPENSES	ELIGIBLE EXPENSES THIS REQUEST	SFWMD PORTION OF THIS REQUEST
1												$ -
2												$ -
3												$ -
4												$ -
5												$ -
6												$ -
7												$ -
8												$ -
9												$ -
10												$ -
11												$ -
12												$ -
												$ -
												$ -
												$ -
												$ -
			TOTALS:					$ -	$ -	$ -	$ -	$ -

Invoice

RECIPIENT'S NAME:					
RECIPIENT'S ADDRESS:				**SFWMD Cost-Share Program**	
PROJECT NAME:				**Invoice for Reimbursement**	
INVOICE PERIOD:					
FROM:		TO:			
SFWMD CONTRACT NO.:					
INVOICE NO.:				**SFWMD Cost Share Percentage:**	
DATE OF REQUEST:				**SFWMD Cost Share Total:**	
SFWMD Project Manager:				**SFWMD AMOUNT REQUESTED:**	$ -

CATEGORY OF EXPENDITURE	PROJECT COSTS TO DATE	RECIPIENT'S SHARE	SFWMD'S SHARE	INCURRED THIS PERIOD	RECIPIENT'S SHARE	SFWMD'S SHARE
Construction	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL REQUESTED	*TO DATE*		$ -	*THIS PERIOD*		$ -
TOTAL COST SHARE AMOUNT						
Less Total Cumulative Payment Requests (including this request):						$ -
TOTAL REMAINING IN COST SHARE						-

RECIPIENT CERTIFICATION	The undersigned certifies that the amounts being requested for reimbursement above were for items that were charged to and used only for the above-cited grant activities.

Recipeint's Project Manager's Signature
Print Name
Telephone Number
Email

☐ Check here if this invoice includes reimbursement for work completed by women and / or minority-owned business enterprise (W/MBE). Documentation must be included to support the W/MBE certification.