

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	<u>\$16,868</u>	<u>\$67,470</u>	<u>\$67,470</u>	<u>\$50,603</u>	<u>\$-0-</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$16,868</u>	<u>\$67,470</u>	<u>\$67,470</u>	<u>\$50,603</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

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

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

Budget Account No: Fund 1222 Dept 760 Unit 4260 Object 3401
 Program _____

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

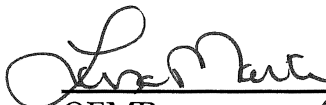
Effective July 1, 2024, the annual management fee is to increase to \$67,469.91 (\$5,622.49 monthly). The Net Fiscal Impact is as follows: **FY2024** - 3 months @ \$5,622.49 = \$16,867.47; **FY2025** - \$67,469.91; **FY2026** - \$67,469.91; and **FY2027** - 9 months @ \$5,622.49 = \$50,602.41.

Fixed Assets Number _____

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 6/5/2024
 OFMB
 QA 6/13
 Edw 6-4-24

 6/11/24
 Contract Development and Control
 Tmd 6/11/24

B. Legal Sufficiency:

 6/13/24
 Assistant County Attorney

C. Other Department Review:

Digitally signed by Ronald W Rice
 DN: cn=Ronald W Rice, o=San Diego County Education Department, c=US
 Reason: I am the author of this document.
 Date: 2024.06.13 14:22:00
 Full PDF Editor Version: 12.1.0
Ronald W Rice
 Department Director

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

Background and Justification (continued): Staff is recommending that this First Amendment be approved. The relationship PBSWCD has with the agricultural community and their understanding of agricultural practices have given them the ability to meet the needs of the County and assist in enhancing the agricultural industry's ability to stay productive in the Agricultural Reserve. This has relieved the County of the need to hire permanent staff to manage the agricultural lands.

In 2018, PBSWCD included at no additional cost, the development and management of Florida Department of Agriculture and Consumer Services Best Management Practices (BMPs) for the McMurrain parcel with Pero Family Farms, Inc. PREM has handled the leasing of land, collected the lease fees, interfaced with the PBSWCD, received reports from them on the lease management, and received and processed invoices from PBSWCD for management services pursuant to the Agreement. The Cooperative Extension Service Department has assisted in the process by providing input as needed or requested by PREM and PBSWCD on issues related to the management of the agricultural lands for specific crops. It is necessary for PBSWCD to charge a fee to cover the cost of their management oversight. Cooperative Extension Department and PREM have reviewed the documentation submitted to justify the nine percent (9%) increase in fee and support the increase based on said documentation.

ATTACHMENT #1

First Amendment To Agricultural Land Management Interlocal Agreement (2 @ 4 pages)

**FIRST AMENDMENT TO AGRICULTURAL LAND MANAGEMENT
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT TO AGRICULTURAL LAND MANAGEMENT INTERLOCAL AGREEMENT (R2021-0701) (“First Amendment”), made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”) and **PALM BEACH SOIL & WATER CONSERVATION DISTRICT**, a special district created by the Legislature of the State of Florida, (“PBSWCD”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, County and PBSWCD entered into that certain Agricultural Land Management Interlocal Agreement (R2021-0701) dated May 18, 2021 (“Agreement”), for the management of County’s property within the Agricultural Reserve as set forth in the Agreement, with a commencement date of July 1, 2021, for a period of three (3) years (the “Term”); and

WHEREAS, the Term of the Agreement expires on June 30, 2024; and

WHEREAS, PBSWCD has provided County with timely written notice that PBSWCD wishes to exercise its three (3) year renewal option; and

WHEREAS, County and PBSWCD wish to revise the renewal annual contract amount and to extend the Term of the Agreement as set forth in this First Amendment; and

WHEREAS, County is satisfied with the performance of PBSWCD; and

WHEREAS, County acknowledges timely notification of the request to extend and consents to the extension of the Term for a period of three (3) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect as in the Agreement.

2. Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

On the third (3rd) anniversary of the Commencement Date of this Agreement,

the annual contract amount shall be adjusted by multiplying the then current annual contract amount by one hundred and nine percent (109%).

3. The Term of the Agreement is hereby extended for a period of three (3) years commencing on July 1, 2024, and expiring on June 30, 2027, unless sooner terminated pursuant to the provisions of the Agreement.

4. This First Amendment shall become effective when signed by all Parties and approved by the Palm Beach County Board of County Commissioners (the "First Amendment Effective Date").

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

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IN WITNESS WHEREOF, the Parties have executed this First Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

WITNESS:



Witness Signature

LAURA BLOOM

Witness Printed Name



Witness Signature

DAVID DEMAIO

Witness Printed Name

**PALM BEACH SOIL & WATER
CONSERVATION DISTRICT**

By: 

Eva Webb, Secretary/Treasurer

[SIGNATURES CONTINUE ON THE NEXT PAGE]

ATTEST:

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

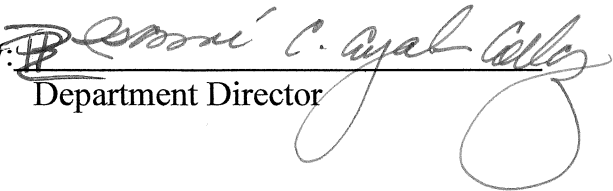
PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Department Director

ATTACHMENT #2
PBS&WCD Request to Exercise Option (1 page)



PALM BEACH SOIL & WATER CONSERVATION DISTRICT

420 S. State Road 7 • Suite 162
Royal Palm Beach, Florida 33414
561-792-2727 • www.pbswcd.org

January 29, 2024

Dr. Ron Rice
Director, Palm Beach County Extension
559 N. Military Trail
West Palm Beach, FL 33415

RE: Renewal of Interlocal Agreement # R2021-0701

Dear Dr. Rice:

I am pleased to convey the request on behalf of the Palm Beach Soil & Water Conservation District Board and staff to renew the Interlocal Agreement between Palm Beach County Board of County Commissioners and Palm Beach Soil & Water Conservation District. The agreement serves the purpose of monitoring the implementation of Best Management Practices on the county properties that are leased for agricultural production in the Ag Reserve.

During the January board meeting, it was decided to renew the contract for the next three years at an annual rate of \$67,469.91. This includes a one-time 9% increase in the current rate to help cover some of the rising expenses, such as insurance and salaries.

We look forward to our continued work with PBC Commissioners and the Cooperative Extension Service. Please feel free to contact our office, should you have any questions or concerns or need additional information.

Sincerely,

Eva Webb, Secretary/Treasurer



