

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 09-12-06 ☐ Consent ☒ Regular
 ☐ Workshop ☐ Public Hearing

Submitted By: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE: Interlocal Agreements with 1) the City of Belle Glade in the amount of \$200,000 to construct a nature park amphitheater to hold cultural activities, special events and educational classes as Torry Island; and 2) the City of Pahokee Marina & Campground in the amount of \$200,000 to construct a restroom facility with showers, a parking lot and landscaping at the Pahokee Marina & Campground for visitors.

Summary: On February 28, 2006, the Board of County Commissioners approved a three year grant agreement with the Department of Environmental Protection (DEP) for implementation of a Palm Beach County Lake Okeechobee Scenic Trail (LOST) Tourism Enhancement Master Plan. On July 14, 2006, a committee of representatives from the Economic Development Office, Tourist Development Council, Office of Community Revitalization and Parks & Recreation reviewed applications submitted by the Palm Beach County Department of Environmental Resources (ERM), the City of Belle Glade and the City of Pahokee requesting funding in the amount of \$600,000 for development of tourism related public improvements surrounding Lake Okeechobee. District 6 (DW)

Background and Policy Issues:

A goal of the program is to create a palette of sustainable tourism facilities that positively impact the local economy, offering various enjoyable activities and collectively distinguish or "brand" the PBC segment of the scenic trail. This contributes to the revitalization, economic diversification, and health of the Lake region communities. Upon approval, these projects will begin implementation immediately.

The County's LOST Tourism Enhancement Master Plan is a five year capital improvement plan to guide and fund development of needed tourism-related business and job opportunities for residents of the Glades communities. The plan is broken down into three segments: (1) design and construction of entryways in each of the downtown redevelopment areas of the Glades communities (Belle Glade, South Bay, Pahokee and unincorporated Canal Point); (2) to link the entryways with multi-use paths connecting to the Lake Okeechobee Scenic Trail; and (3) to identify and quantify the trailhead development projects with economic potential including private sector partners and funding sources. These funds will be used to ensure development of quality entryways and trailhead projects.

(Continued on page 3)

Attachments:

1. City of Belle Glade Inter-local Agreement
2. City of Pahokee Inter-local Agreement
3. Agenda Item 3A-1 Department of Environmental Protection Agreement w/Palm Beach County

Recommended By:  _____
Economic Development Director

Date

Approved By:  _____
Deputy County Administrator

Date

9/11/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>600,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(600,000)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No

Budget Account No: Fund 1539 Department 764 Unit 2106 Object 8101
1539 764 2106 RSRC 3403

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


State Appropriation - Department of Environmental Protection (DEP) Agreement No. S0266,
Palm Beach County Contract No. R2006-0291; **subreceptant distribution of 600,000 from 1,000,000**
grant received by the County from DEP (State). Distributed by the State on a reimbursement
basis.

C. Departmental Fiscal Review: *[Signature]* 8/29/06


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments: Of the 600,000 being distributed, 200,000 is being awarded to ERM Department. A separate agenda item will be brought to the BCS to amend their budget accordingly.

B. Legal Sufficiency:

 9/4/06
Assistant County Attorney

C. Other ~~Department~~ Review:


Department Director

Richard E. Walch
ERM Department Director

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

Lake Okeechobee Scenic Trail Trailhead Facilities

Project Description

Environmental Resource Management (Ocean to Lake Trail Connector Greenway)

The Department of Environmental Resources Management will construct its trailhead on an approximately 5.51-acre property owned by Palm Beach County immediately adjacent to the Herbert Hoover Dike. This project is a component of the proposed Ocean-to-Lake Trail which will ultimately run from the Atlantic Ocean to Lake Okeechobee. The property straddles Connors Highway approximately one-half mile south of the dividing line between Palm Beach County and Martin County and seven and one-half miles north of Pahokee. The trailhead facility will include entrance signs, a parking lot, a bike rack and a multi-purpose trail providing access onto the Herbert Hoover Dike. The parking lot will accommodate both cars and horse trailers. Information kiosks will contain regularly rotating educational exhibits about the archeological, cultural and natural history of the area. Tour operators will provide narrated, regularly scheduled walking tours (6 events during the winter tourist season) educating people about the Lake region's natural and historic features. These programs will be provided by the Department of Environmental Resources Public Outreach staff, Pine Jog Environmental Sciences Center, Florida Atlantic University's Center for Environmental Studies and the Florida Trail Association. Trail outfitters support facilities consist of a parking area for horse trailers and a small horse paddock to provide an area for preparing horses and riders to go on the trail.

City of Belle Glade Nature Park Amphitheater

The Belle Glade Nature Park Amphitheater is part of the City of Belle Glade's large scale project to renovate and expand its nature park on Torry Island. Belle Glade Nature Park is a 120-acre site located in western Palm Beach County bordering Lake Okeechobee. The park is being developed into a national eco-tourism destination consisting of a nature center, boat and kayak marina, nature and hiking trails and camping and picnic facilities. The Nature Park Amphitheater is an important element for the completion of the park design. The facility will be centrally located near the entrance of the park and is easily accessible by several forms of transportation, including by boat. The City currently uses the project site as open space to conduct special events and performances. It is the City's hope that as Belle Glade Nature Park becomes more popular, the Amphitheater will become an even bigger attraction for touring groups and musical acts. The lakeside Amphitheater will consist of the covered stage area with lighting and sound devices. The stage will feature an arched Tensile Fabric Roof. The concrete stage will be 1,000 square feet with an elevated grass seating area for approximately 1500 people. A 900-square-foot building will house sound and lighting equipment, dressing rooms and storage. Landscaping around the project is an important element in not only enhancing the appearance of the facility but also its function as well. The native plantings will blend in with the tremendous natural communities surrounding the project site. Restrooms are also planned for the site. The construction phase is anticipated to be completed in 5-6 months.

City of Pahokee Marina and Campground

The public restrooms, parking lot improvements and landscaping are part of the overall redevelopment plan for the Pahokee Marina and Campground. In 2001, Everglades Venture Company and the City of Pahokee partnered to redevelop the City's Public Marina and Campground covering a 40-acre site. Currently, Everglades Ventures is overseeing the construction of (1) a Resort Complex (14,000 sq. ft.) which will include a pool, Tiki bar, ships store and restaurant, (2) expanding and improving the campground facilities for 150 campsites and (3) rebuilding and expanding the marina for 115 boat slips. Total cost of this project is estimated at \$9 million. Designs are in process for four (4) barrier islands to connect to the existing islands located at the south end of the campground for additional recreational area.

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF BELLE GLADE**

THIS INTERLOCAL AGREEMENT, (hereinafter "Agreement"), is made as of the _____ day of _____, 2006, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Belle Glade, a municipal corporation "CITY") each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Board of County Commissioners (Board) of Palm Beach County, Florida, received a state appropriation totaling one million dollars through the Department of Environmental Protection (DEP) for the Palm Beach County Lake Okeechobee Scenic Trail (LOST) Tourism Enhancement Master Plan; and

WHEREAS, the state appropriation will help fund the design and construction of gateways to the scenic trail in four Glades communities and the completion of several tourism-related public improvement Projects as part of the first phase implementation of a five-year capital improvement plan; and

WHEREAS, the COUNTY and CITY support the branding of the area with the development of the gateways and the implementation of the trailhead projects to benefit the economy of the Glades area; and

WHEREAS, the tourism related public improvement Projects eligible for funding include trailhead facilities, cultural facilities, areawide transportation, lodging, food service, trail outfitters, tour operators and specialty retail; and

WHEREAS, as a condition to and in consideration of receiving financial assistance from the State, the COUNTY will assist the CITY with funds to complete an important element of the master plan for Torry and Kreamer Islands by constructing the Belle Glade Nature Park Amphitheater (the "Project") to conduct special events and performances; and

WHEREAS, the COUNTY and CITY have determined that the Belle Glade Nature Park Amphitheatre will benefit tourists, residents and businesses in the area.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. RECITALS

The above recitals are true and correct and are incorporated herein.

Section 2. TERM

The term of this Agreement shall be effective on the date cited above and the CITY shall complete the Project by September 12, 2008. The COUNTY reserves the right to extend this Agreement, subject to approval by the Florida Department of Environmental Protection, for good cause. Any extensions shall be in writing and executed by both

parties.

Section 3. PROJECT TO BE COMPLETED BY CITY

CITY shall design and construct the Belle Glade Nature Center Amphitheatre ("Project") as a tourism related public improvement Project to serve the Glades area, as more specifically described in the Scope of Work which is attached hereto and incorporated herein as Exhibit "A".

Section 4. RESPONSIBILITIES AND DUTIES

A. COUNTY shall reimburse the CITY up to an amount not to exceed \$200,000 (two hundred thousand dollars) provided the CITY completes the Project pursuant to the terms in this Agreement. CITY agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

B. CITY shall perform construction of the Project in accordance with Exhibit "A".

C. CITY shall use its own personnel and/or subcontractors to perform this Agreement.

Section 5. PAYMENTS, INVOICING AND REIMBURSABLES

The COUNTY shall reimburse CITY, progress payments and reimbursable expenses for the design and construction of the Project. CITY shall submit all invoices to the COUNTY, identifying the Project, including CITY's total expenditure for the Project, and identifying the amount due and payable to CITY. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and incorporated herein, as Exhibit "B", are required for each and every reimbursement requested by the CITY. Said information shall list each invoice payable by the CITY and shall include the vendor invoice number, invoice date; and the amount payable by the CITY. The CITY shall attach a copy of each vendor invoice to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the CITY Manager and the Financial Officer for the CITY shall certify the total funds payable by the CITY on the Project and shall certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the CITY as indicated. CITY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY within (7) calendar days of request by the COUNTY. Invoices received from CITY will be reviewed and approved by the Economic Development Office, 10th Floor, Governmental Center, 301 N. Olive Avenue, West Palm Beach, FL 33401, to insure that expenditures have been made in conformity with this Agreement and will then be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. In no event shall COUNTY provide advance funding to the CITY. COUNTY funding can be used to match grants from other sources; however, the CITY cannot submit reimbursement requests for the same expenses to more than one funding source.

Section 6. USE OF THE PROJECT

A. CITY warrants that for a span of 20 years following completion, the Project shall serve a public recreational and/or cultural purpose and be open to and benefit all visitors to and residents of Palm Beach COUNTY and shall be available thereto for the same cost and availability basis as to residents of CITY. CITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

B. CITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

C. CITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the STATE OF FLORIDA and PALM BEACH COUNTY were contributors to the development of the Project. Said plaque or marker

shall include the State and COUNTY seal, unless otherwise directed by the COUNTY's Representative.

Section 7. REPORTING

A final report shall be submitted to COUNTY showing completed improvements, photographs of plaque/marker dedication, total costs and one page narrative describing activities resulting in the completed improvements, including any unforeseen obstacles encountered during Project implementation and summarizing the benefits/outcomes from said improvements.

Section 8. OWNERSHIP, OPERATION AND MANAGEMENT OF PROJECT

A. Upon completion, the Project shall remain the leased or owned property of the CITY.

B. The CITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. The CITY shall be responsible for all costs, expenses, fees, charges, and liability related to the operation and maintenance of the Project.

C. The CITY shall operate and maintain the Project for its intended use by the general public. The CITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

D. The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. [THE CITY MAY NOT ASSIGN OR TRANSFER THIS INTERLOCAL AGREEMENT OR ANY INTEREST HEREUNDER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE COUNTY.]

E. It is the intent of the COUNTY to issue this funding assistance to the CITY for the purpose set forth hereinabove. In the event the CITY transfers ownership of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, the CITY's obligations hereunder, COUNTY retains the right to reimbursement from the CITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should CITY transfer management of the Project to a party or parties not now a part of this Interlocal Agreement, the CITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, the CITY shall not transfer management of the Project to a third party without the written consent of the COUNTY.

Section 9. ACCESS AND AUDITS

The CITY shall maintain books, records and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with generally accepted accounting principles (GAAP) consistently applied. The COUNTY shall have access to all books, records, and documents as required in this Agreement, for at least five (5) years after completion of the Project. In the event any work is subcontracted by CITY, CITY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

Section 10: REPAYMENT

CITY shall repay the COUNTY for all unauthorized, illegal or unlawful expenditures of revenue, including those discovered after the expiration or termination of this Agreement.

Funds which are to be repaid to the COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to the COUNTY, within ten (10) days of the COUNTY's demand. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid, as a waiver of any rights of the COUNTY or exclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

Section 11. INDEPENDENT CONTRACTOR

CITY 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 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 CITY's sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY'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.

CITY does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

Section 12. PERSONNEL

A. CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereinunder shall be performed by CITY or under its supervision, and personnel engaged in performing the services, shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. CITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

D. All of the CITY's personnel and all Subcontractors while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

Section 13. INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend, and hold harmless CITY against any actions, claims, or damages arising out of COUNTY's negligence in connection with this Agreement, and CITY shall indemnify, defend, and hold harmless COUNTY against any actions, claims, or damages arising out of CITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

This indemnification provision shall survive the expiration or termination of this Agreement.

Section 14. ANNUAL APPROPRIATION

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 and the State of Florida Department of Environmental Protection.

Section 15. INSURANCE

A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, CITY reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits as set forth by the Florida Legislature.

- B. **Liability & Additional Insured.** In the event CITY maintains Commercial General Liability or Business Auto Liability, CITY agrees to maintain said insurance policies at limits not less than \$500,000 per occurrence. CITY further agrees to endorse Palm Beach COUNTY Board of COUNTY Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**
- C. **Worker's Compensation & Employer's Liability.** CITY agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** CITY agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach COUNTY, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL 33402.
- E. **COUNTY Reserves the Right.** COUNTY, by and through its Risk Management Department, in cooperation with the Office of Economic Development, reserves the right to review, modify, reject or accept any required self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

Compliance with the foregoing requirements shall not relieve CITY of its liability and obligations under this Interlocal Agreement.

The CITY shall require each Contractor engaged by the CITY for work associated with this Agreement to maintain:

1. Worker's Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence, which would include builder's risk insurance while the Project is in the course of construction in an amount at least equal to the estimated completed Project value as well as subsequent modifications of that sum. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of the construction contract, in accordance with Florida Statute 255.05.

Section 16. BREACH AND OPPORTUNITY TO CURE

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 17. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the

respective parties provided, however, that this clause pertains only to the parties to this Agreement.

Section 18. NOTICE

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

As to the "COUNTY":

Kevin Johns, Director
Economic Development Office, 10th FL
Governmental Center
301 N. Olive Avenue
West Palm Beach, Florida 33460
561-355-3624
Fax: 561-355-6017

with a copy to:

COUNTY Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225
Fax: 561-355-6461

As to the "CITY":

Ken Robinson, Director of Utilities
CITY of Belle Glade
2055 W. Canal Street, South
Belle Glade, FL 33430
561-992-1645
Fax: 561-992-2221

Section 19. MODIFICATION AND AMENDMENT

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 20. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all 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 such 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 or 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.

Section 21. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 22. EQUAL OPPORTUNITY PROVISION

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, martial status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. CITY will ensure that all contracts let for the Project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 23. ARREARS

CITY 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. CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 24. EXECUTION

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 25. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 26. TERMINATION

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

Section 27: COMPLIANCE WITH CODES AND LAWS

CITY shall abide by all applicable federal, state and local laws, orders, ordinances, rules and regulations when performing under this Agreement. CITY further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 28. PUBLIC ENTITY CRIME CERTIFICATION

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, CITY shall have its contractors certify that their 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 29. SEVERABILITY

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

Section 30. ENTIRETY OF AGREEMENT

COUNTY and CITY agree that this Agreement sets forth the entire Agreement between the parties, and there are not promises or understandings other than those state herein.

(Remainder of page left blank intentionally.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach COUNTY, Florida has made and executed this Agreement on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

ATTEST: PALM BEACH COUNTY, FLORIDA
SHARON R. BOCK, Clerk & Comptroller BY ITS BOARD OF COUNTY
COMMISSIONERS:

By: _____ By: _____
Deputy Clerk Tony Masilotti, Chairman

ATTEST: CITY OF BELLE GLADE, FLORIDA
BY ITS BOARD OF COMMISSIONERS

By: _____ By: _____
CITY Clerk Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
COUNTY Attorney

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Exhibit A
Project Description

The Belle Glade Nature Park Amphitheatre is part of the City of Belle Glade's large scale plan to renovate and expand its nature park on Torry Island. The Nature Park Amphitheatre is an important element for the completion of the park design. This lakeside Amphitheatre will consist of a covered stage area with lighting and sound devices. The stage will feature an arched Tensile Fabric Roof. The concrete stage will be 1,000 square feet with an elevated grass seating area for approximately 1,500 people. A 900 square foot building will house sound and lighting equipment, as well as provide storage and dressing rooms. Landscaping around the Project will be used to enhance the appearance of the facility and its function as well. Native plants will blend in with the natural communities surrounding the Project site. Restrooms are also planned for the site. The Amphitheater's construction phase is anticipated to be completed in 5-6 months. The Amphitheater will be used to hold cultural activities such as special events and educational classes sponsored by the City, as well as concerts and plays. The City expects the project to be used year-round and is expecting to operate the amphitheatre under the Parks and Recreation Department.

Project costs include:

Concrete Slab	\$ 61,500
Stage Canopy	\$221,950
30' by 30' Building	\$250,000
Landscaping	<u>\$ 23,500</u>
	\$556,950

Funds leveraged:

Cultural Facilities Grant	\$180,930
City Funds	\$176,020
DEP/County Funds	<u>\$200,000</u>
	\$556,950

EXHIBIT B
CONTRACT PAYMENT REQUEST FORM
FOR INTERLOCAL AGREEMENT

Project

GRANTEE: City of Pahokee GRANTEE'S GRANT MANAGER: _____

COUNTY AGREEMENT NO.: R _____ - _____ PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____ PERFORMANCE PERIOD: _____

AMOUNT REQUESTED: _____ MATCHING FUNDS: _____

GRANT EXPENDITURES SUMMARY SECTION

Effective Date of Grant through End of Grant Period

CATEGORY OF EXPENDITURES	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTALS	\$	\$	\$	\$
AGREEMENT AMOUNT	\$	\$	\$	\$
Less Total Cumulative Payments of:	\$			\$
TOTAL REMAINING IN GRANT	\$			\$

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

**PALM BEACH COUNTY
ECONOMIC DEVELOPMENT OFFICE
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

Project

Grantee _____

Billing Date _____

Billing # _____

Billing Period _____

Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid This Period	General Description
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TOTAL

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.	Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.
Administrator/Date	Financial Officer/Date

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF PAHOKEE**

THIS INTERLOCAL AGREEMENT, (hereinafter "Agreement"), is made as of the _____ day of _____, 2006, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Pahokee, a municipal corporation "CITY") each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Board of County Commissioners (Board) of Palm Beach County, Florida, received a state appropriation totaling one million dollars through the Department of Environmental Protection (DEP) for the Palm Beach County Lake Okeechobee Scenic Trail (LOST) Tourism Enhancement Master Plan; and

WHEREAS, the state appropriation will help fund the design and construction of gateways to the scenic trail in four Glades communities and the completion of several tourism-related public improvement projects as part of the first phase implementation of a five-year capital improvement plan; and

WHEREAS, the COUNTY and CITY support the branding of the area with the development of the gateways and the implementation of the trailhead projects to benefit the economy of the Glades area; and

WHEREAS, the tourism related public improvement projects eligible for funding include trailhead facilities, cultural facilities, areawide transportation, lodging, food service, trail outfitters, tour operators and specialty retail; and

WHEREAS, as a condition to and in consideration of receiving financial assistance from the State, the COUNTY will assist the CITY with funds to complete a new restroom facility, parking lot and landscaping (the "Project") at the Pahokee marina; and

WHEREAS, the COUNTY and CITY have determined that new restroom facility, parking lot and landscaping at the Pahokee marina will benefit tourists, residents and businesses in the area.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. RECITALS

The above recitals are true and correct and are incorporated herein.

Section 2. TERM

The term of this Agreement shall be effective on the date cited above and the CITY shall complete the Project by September 12, 2008. The COUNTY reserves the right to extend this Agreement, subject to approval by the Florida Department of Environmental Protection, for good cause. Any extensions shall be in writing and executed by both parties.

Section 3. PROJECT TO BE COMPLETED BY CITY

CITY shall design and construct the restroom facilities, parking lot and landscaping ("Project") as a tourism related public improvement project to serve the Glades area, as more specifically described in the Scope of Work which is attached hereto and incorporated herein as Exhibit "A".

Section 4. RESPONSIBILITIES AND DUTIES

A. COUNTY shall reimburse the CITY up to an amount not to exceed \$200,000 (two hundred thousand dollars) provided the CITY completes the project pursuant to the terms in this Agreement. CITY agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated above.

B. CITY shall perform construction of the Project in accordance with Exhibit "A".

C. CITY shall use its own personnel and/or subcontractors to perform this Agreement.

Section 5. PAYMENTS, INVOICING AND REIMBURSABLES

The COUNTY shall reimburse CITY, progress payments and reimbursable expenses for the design and construction of the Project. CITY shall submit all invoices to the COUNTY, identifying the Project, including CITY's total expenditure for the Project, and identifying the amount due and payable to CITY. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and incorporated herein, as Exhibit "B", are required for each and every reimbursement requested by the CITY. Said information shall list each invoice payable by the CITY and shall include the vendor invoice number, invoice date; and the amount payable by the CITY. The CITY shall attach a copy of each vendor invoice to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the City Manager and the Financial Officer for the CITY shall certify the total funds payable by the CITY on the Project and shall certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the CITY as indicated. CITY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY within (7) calendar days of request by the COUNTY. Invoices received from CITY will be reviewed and approved by the Economic Development Office, 10th Floor, Governmental Center, 301 N. Olive Avenue, West Palm Beach, FL 33401, to insure that expenditures have been made in conformity with this Agreement and will then be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. In no event shall COUNTY provide advance funding to the CITY. COUNTY funding can be used to match grants from other sources; however, the CITY cannot submit reimbursement requests for the same expenses to more than one funding source.

Section 6. USE OF THE PROJECT

A. CITY warrants that for a span of 20 years following completion, the Project shall serve a public recreational and/or cultural purpose and be open to and benefit all visitors to and residents of Palm Beach County and shall be available thereto for the same cost and availability basis as to residents of CITY. CITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

B. CITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

C. CITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the STATE OF FLORIDA and PALM BEACH COUNTY were contributors to the development of the Project. Said plaque or marker shall include the State and County seal, unless otherwise directed by the COUNTY's Representative.

Section 7. REPORTING

A final report shall be submitted to COUNTY showing completed improvements, photographs of plaque/marker dedication, total costs and one page narrative describing activities resulting in the completed improvements, including any unforeseen obstacles encountered during project implementation and summarizing the benefits/outcomes from said improvements.

Section 8. OWNERSHIP, OPERATION AND MANAGEMENT OF PROJECT

A. Upon completion, the Project shall remain the leased or owned property of the CITY.

B. The CITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. The CITY shall be responsible for all costs, expenses, fees, charges, and liability related to the operation and maintenance of the Project.

C. The CITY shall operate and maintain the Project for its intended use by the general public. The CITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

D. The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. THE CITY MAY NOT ASSIGN OR TRANSFER THIS INTERLOCAL AGREEMENT OR ANY INTEREST HEREUNDER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE COUNTY.

E. It is the intent of the COUNTY to issue this funding assistance to the CITY for the purpose set forth hereinabove. In the event the CITY transfers ownership of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, the CITY's obligations hereunder, COUNTY retains the right to reimbursement from the CITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should CITY transfer management of the project to a party or parties not now a part of this Interlocal Agreement, the CITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, the CITY shall not transfer management of the Project to a third party without the written consent of the COUNTY.

Section 9. ACCESS AND AUDITS

The CITY shall maintain books, records and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with generally accepted accounting principles (GAAP) consistently applied. The COUNTY shall have access to all books, records, and documents as required in this Agreement, for at least five (5) years after completion of the Project. In the event any work is subcontracted by CITY, CITY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

Section 10: REPAYMENT

CITY shall repay the COUNTY for all unauthorized, illegal or unlawful expenditures of revenue, including those discovered after the expiration or termination of this Agreement.

Funds which are to be repaid to the COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to the COUNTY, within ten (10) days of the COUNTY's demand. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid, as a waiver of any rights of the COUNTY or exclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

Section 11. INDEPENDENT CONTRACTOR

CITY 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 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 CITY's sole direction, supervision, and control. City shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY'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.

CITY does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

Section 12. PERSONNEL

A. CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereinunder shall be performed by CITY or under its supervision, and personnel engaged in performing the services, shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. CITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

D. All of the CITY's personnel and all Subcontractors while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

Section 13. INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend, and hold harmless CITY against any actions, claims, or damages arising out of COUNTY's negligence in connection with this Agreement, and CITY shall indemnify, defend, and hold harmless COUNTY against any actions, claims, or damages arising out of CITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

This indemnification provision shall survive the expiration or termination of this Agreement.

Section 14. ANNUAL APPROPRIATION

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 and the State of Florida Department of Environmental Protection.

Section 15. INSURANCE

A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, CITY reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits as set forth by the Florida Legislature.

B. **Liability & Additional Insured.** In the event CITY maintains Commercial

General Liability or Business Auto Liability, CITY agrees to maintain said insurance policies at limits not less than **\$500,000** per occurrence. CITY further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**

- C. **Worker's Compensation & Employer's Liability.** CITY agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** CITY agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL 33402.
- E. **County Reserves the Right.** COUNTY, by and through its Risk Management Department, in cooperation with the Office of Economic Development, reserves the right to review, modify, reject or accept any required self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

Compliance with the foregoing requirements shall not relieve CITY of its liability and obligations under this Interlocal Agreement.

The CITY shall require each Contractor engaged by the CITY for work associated with this Agreement to maintain:

1. Worker's Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence, which would include builder's risk insurance while the Project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of the construction contract, in accordance with Florida Statute 255.05.

Section 16. BREACH AND OPPORTUNITY TO CURE

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 17. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties provided, however, that this clause pertains only to the parties to this Agreement.

Section 18. NOTICE

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

As to the "COUNTY":

Kevin Johns, Director
Economic Development Office, 10th FL
Governmental Center
301 N. Olive Avenue
West Palm Beach, Florida 33460
561-355-3624
Fax: 561-355-6017

with a copy to:

County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225
Fax: 561-355-6461

As to the "CITY":

Lillie Latimore, City Manager
City of Pahokee
171 N. Lake Avenue
Pahokee, FL 33476
561-924-5534
Fax: 561-924-7301

Section 19. MODIFICATION AND AMENDMENT

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 20. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all 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 such 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 or 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.

Section 21. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 22. EQUAL OPPORTUNITY PROVISION

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, martial status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. CITY will ensure that all contracts let for the Project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 23. ARREARS

CITY 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. CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 24. EXECUTION

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 25. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 26. TERMINATION

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

Section 27: COMPLIANCE WITH CODES AND LAWS

CITY shall abide by all applicable federal, state and local laws, orders, ordinances, rules and regulations when performing under this Agreement. CITY further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 28. PUBLIC ENTITY CRIME CERTIFICAITON

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, CITY shall have its contractors certify that their 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 29. SEVERABILITY

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

Section 30. ENTIRETY OF AGREEMENT

COUNTY and CITY agree that this Agreement sets forth the entire Agreement between the parties, and there are not promises or understandings other than those state herein.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

ATTEST: PALM BEACH COUNTY, FLORIDA
SHARON R. BOCK, Clerk & Comptroller BY ITS BOARD OF COUNTY
COMMISSIONERS:

By: _____ By: _____
Deputy Clerk Tony Masilotti, Chairman

ATTEST: CITY OF PAHOKEE, FLORIDA
BY ITS BOARD OF COMMISSIONERS

By: _____ By: _____
City Clerk Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

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Exhibit A
Project Description

The City of Pahokee partnered with Everglades Venture Company in 2001 to redevelop the public marina and campground on Lake Okeechobee. The restroom facility (which includes 2 showers), parking lot and landscaping are part of a large scale development plan. The plan consists of (1) the construction of a resort complex (pool, Tiki Bar, Ships Store and Restaurant), (2) expanding & improving the campground facilities and (3) rebuilding & expanding the marina. The plan has leveraged private capital as well as funds from local, state and federal resources.

The timeframe for the Project will take approximately 9 months. DEP/County funds will be used for the total project cost.

Renovating existing restroom	\$90,000
Reconfigure and repave parking lot	\$70,000
Landscape entry area	<u>\$40,000</u>
	\$200,000

EXHIBIT B
CONTRACT PAYMENT REQUEST FORM
FOR INTERLOCAL AGREEMENT

_____ Project _____

GRANTEE: City of Belle Glade GRANTEE'S GRANT MANAGER: _____

COUNTY AGREEMENT NO.: R _____ - _____ PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____ PERFORMANCE PERIOD: _____

AMOUNT REQUESTED: _____ MATCHING FUNDS: _____

GRANT EXPENDITURES SUMMARY SECTION

Effective Date of Grant through End of Grant Period				
CATEGORY OF EXPENDITURES	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTALS	\$	\$	\$	\$
AGREEMENT AMOUNT	\$	\$	\$	\$
Less Total Cumulative Payments of:	\$			\$
TOTAL REMAINING IN GRANT	\$			\$

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent

Print Name	Print Name

Telephone Number	Telephone Number

**PALM BEACH COUNTY
ECONOMIC DEVELOPMENT OFFICE
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

<hr/>	
Project	
Grantee <hr/>	Billing Date <hr/>
Billing # <hr/>	Billing Period <hr/>

Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid This Period	General Description
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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			TOTAL	<hr/>

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator/Date

Financial Officer/Date

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 02-28-06 [X] Consent [] Regular
[] Workshop [] Public Hearing

Submitted By: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE: A) the Department of Environmental Protection (DEP) three year Agreement No. S0266 State of Florida Grant Assistance Pursuant to Line Item 1771A of the 2005-2006 General Appropriations Act totaling \$1 million for implementation of a Palm Beach County Lake Okeechobee Scenic Trail (LOST) Tourism Enhancement Master Plan and; B) a budget amendment of \$1,000,000 in the Economic Development Fund (1539) to appropriate the award and recognize the revenue.

Summary: The County's LOST Tourism Enhancement Master Plan is a five year capital improvement plan to guide and fund development of needed tourism-related business and job opportunities for residents of the Glades communities. The plan is broken down into three segments: (1) design and construction of entryways in each of the downtown redevelopment areas of the Glades communities (Belle Glade, South Bay, Pahokee and unincorporated Canal Point); (2) to link the entryways with multi-use paths connecting to the Lake Okeechobee Scenic Trail; and (3) to identify and quantify the trailhead development projects with economic potential including private sector partners and funding sources. These funds will be used to ensure development of quality entryways and trailhead projects. District 6, DW

Background and Policy Issues: The Lake Okeechobee Scenic Trailhead projects extend from the County's Lake Okeechobee Connector Greenway just south of the Martin County line to John Stretch Park west of South Bay. Future trails will lead tourists into the downtown areas spurring entrepreneurial and redevelopment activities for future bike shops, cafes, art galleries, and other opportunities. Planning and development of the trailhead projects began in 1994. These funds will assist in their completion.

In 2005 the State of Florida awarded a \$1 million appropriation to Palm Beach County LOST Tourism Enhancement Master Plan in the Glades area budgeted under the Florida Department of Environmental Protection, Office Greenways & Trails. These funds were matched with County funds designated for the Canal Point Sanitary Sewer expansion (\$440,000) to spur redevelopment activities and the Parks & Recreation Department (\$569,437) designated for restroom facilities in the Glades totaling \$1,009,437.

On December 15, 2005, the Metropolitan Planning Organization (MPO) Board allocated funds totaling \$924,000 for the implementation of the multi-use pathways linking the entryways in the downtown areas to the Lake Okeechobee Scenic Trail. The funds will be derived from the enhancement funds which will be presented to the Department of Transportation (DOT) in September 2006. Funding will be available in three years (2009). An agreement for advance funding can be initiated with DOT once the enhancement project is in their work program if the County desires to advance the funding and be paid back by FDOT in the program year for the funds. Future and existing developments in and near the towns will be encouraged to incorporate these paths into their livable communities design.

Attachments:

1. DEP Agreement No. S0266
2. Budget Amendment
3. Narrative of LOST Tourism Enhancement Master Plan
4. Project List

Recommended By: [Signature]
for Economic Development Director

Date

Approved By: [Signature]
Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>2,009,437</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>1,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>1,009,437</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative) _____					

Is Item Included In Current Budget? Yes ☐ No ☒

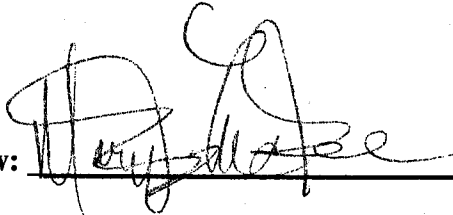
Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

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

State Appropriation - Department of Environmental Protection (DEP).


County funds totaling \$1,009,437 consists of \$440,000 designated for the Canal Point Sanitary Sewer Expansion in the Capital Outlay Fund 3900-366-X058 and County funds totaling \$569,437 designated by Parks & Recreation in the Capital Outlay Fund 3000/3016/3017/3019-581- P416 Paul Rardin, P443 Pioneer Park, and P483 John Stretch Parks for the restroom facilities & park improvements during the Fiscal Years 2004, 2005 & 2006.

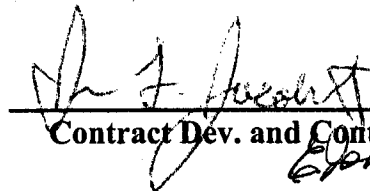
C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

 2-15-06
OFMB JK 2/15/06

 2/17/06
Contract Dev. and Control 2/16/06

B. Legal Sufficiency:

 2/27/06
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

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

**Summary of the
Lake Okeechobee Scenic Trail (LOST)
Tourism Enhancement Master Plan 2005**

The LOST Tourism Enhancement Master Plan 2005 will be a five (5) year **capital improvement plan to guide and fund** (with state support and matching funds) **development of needed tourism-related business and job opportunities** for residents of the Glades communities. Palm Beach County's partners in preparing the plan will include the Florida Department of Environmental Protection, Army Corps of Engineers, South Florida Water Management District, the Metropolitan Planning Organization, the cities of Belle Glade, South Bay, and Pahokee, plus Canal Point and other unincorporated parts of the Glades and private partners.

A first step in the plan's implementation is **design and construction of entryways in the downtown redevelopment areas of the Glades communities**. The County's design consultants will coordinate with the Convention and Visitor's Bureau (CVB) marketing consultant for the Glades to obtain input regarding the entryway contents (such as sign themes). Each community will also help define their entryway's function and appearance through public meetings. This will distinguish each community's downtown and direct visitors to the scenic trail.

The second step will be to **link the entryways with multi-use paths connecting to the Lake Okeechobee Scenic Trail**. This will make the towns more accessible to recreational trail users. Existing and proposed designs for bike/pedestrian access will be used to create the best route from the towns to the lake. Future and existing developments in and near the towns will be encouraged to incorporate these paths into their livable communities design.

The third step will be to **identify and quantify the trailhead development projects with economic potential** including private sector partners and funding sources. Known trailhead projects



extend from the County's Lake Okeechobee Connector Greenway just south of the Martin County line to John Stretch Park west of South Bay. A team of agencies, cities and consultants will serve as the selection committee to allocate funding and ensure development of quality entryways and trailhead projects.

The second year will include a Heritage Corridor Designation similar to national heritage corridors along regional water bodies in other states. The plan's five-year timeframe is designed to guide completion of all needed trailheads.



Palm Beach County Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan Timeline*

Activity	Performance Measure	DEP Funds	Matching Funds	Start Date	Completion Date
Design conceptual master plan with entryways from the Lake communities; connectors from LOST to existing & future facilities, amenities, and trailheads; possible architectural elements and prepare a 5 year capital improvement plan.	Contract with qualified landscape architect, Gentile, Holloway & O'Mahoney with planner, Vicki Silver, AICP. Both are certified as small business enterprise (SBE).	49,500		Jan/Feb 2006	Jan/Feb 2007
Design consultant to provide 2 to 3 alternative entryway prototypes.	Number of completed entryway prototypes.			Feb 2006	Jul 2006
Planner assists County staff & works with communities with assessment of tourism related amenities, facilities & trailheads along Lake Okeechobee Scenic Trail.	Number of existing & planned tourism amenities, facilities & trailheads identified.			Jan/Feb 2006	Jan/Feb 2007
Planner will seek 4 alternative funding sources for tourism related activities for implementation.	Number of funding applications submitted.			Jan/Feb 2006	Jan/Feb 2007
Convention & Visitors Bureau (CVB) marketing consultant to work with local committees to provide input in development of entryway contents, research locations and public art in collaboration with Public Art Administrator.	Completion of entryway contents unique to the communities.			Jan/Feb 2006	Jul 2006
Contents assisted by interpretive writer and graphic designer. Contents, illustrations & mapping on kiosks may also be applied to brochures.	Contract with qualified writer & graphic designer who will complete production in graphics form.	30,000		May 2006	Jul 2006
Public meetings held in Lake communities for approval of entryway design & contents.	Number of public meetings and consensus.			Aug/Sept. 2006	Aug/Sept. 2006
Interpretive writer & graphic designer complete work. Production completed in graphics form.	Completion of work.			Oct. 2006	Nov. 2006
Engineering/Construction of entryways with contents and graphics in each of the 4 communities; Belle Glade, Canal Point, Pahokee & South Bay. Actual construction amount to be determined for each entryway. Reimbursement to be made upon completion of each entryway. Total construction not to exceed \$245,500.	Contract with qualified contractor to complete entryways with graphics form.	245,500		Nov. 2006	Jun 2007
Engineering/Construction of shared use paths 12' wide using best design standards for multiple uses for an estimated 7 miles. Paths will link the LOST Trail to the downtown centers. Estimated 7 miles. Cost includes 10% engineering, 15% const. management & inspections.	Contract with qualified contractor to develop paths and landscape. Landscape design architect will coordinate with firm.			Nov. 2006	Nov. 2008
Landscaping/irrigation along shared use paths using Crime Prevention Through Environmental Design (CPTED) and Windstorm Landscaping Guidelines.	Same contractor as above.			Nov. 2006	Nov. 2008
Planner assists with the completion of existing amenities, facilities & trailheads under development in Master Plan (See Projects A, D, E, F, G, H & I), determined by cost and available funding.	Number of completed existing amenities, facilities & trailheads.	675,000	1,009,437	Jan/Feb. 2006	Dec. 2007
Landscape Architect & Planner assists in the future development of planned amenities, facilities & trailheads.	Number of planned amenities, facilities & trailheads ready for implementation.			Feb/Mar. 2007	Feb/Mar 2008
	Total Funds	1,000,000	1,009,437		

This is an approximate timeline that may be changed due to weather conditions, hurricane damage & scheduling of contractors.
Plan\Timeline.doc

H:\WPDATA\LOST\State Agreement & Project Work

Palm Beach County Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan												
Project Location (Responsible Entity)		Project Name	Total Project Cost	FY	Funding Sources	Funds Applied for /Requested	Funds Committed/ Awarded	STATE Appropriation 2005 Award **	COUNTY Matching Funds	Funds Spent	Funds Remaining	Unfunded Amount
County/Cities	A	Design Build of Entryways, Paths & Completion of Tourism Projects	2,173,500									
(Unincorp./Pahokee Belle Glade/S. Bay)				2005-06	State App.	2,400,000						
		Design Concept of Master Plan		2005-06	State App.	49,500	0	49,500		0	49,500	
		Interpretive Writer, Graphic Designer, Prod. of Graphics for Entryways		2005-06	State App.	30,000	0	30,000		0	30,000	
		Construction of Entryways		2005-06	State App.	245,000	0	245,500		0	245,500	
		Construction of multi-use 12' paths based on design cost estimates for est. 7 miles to downtown centers.		2005-08	MPO/ FDOT	924,000	0			0	0	
		Landscape		2006-07	County	250,000	0			0	0	
		Completion of existing amenities, facilities, paths & trailheads based on cost estimates & other funding sources identified for Projects A, D, E, F, G, H & I.		2005-06	State App.	675,000	0	675,000		0	675,000	
							0	1,000,000			1,000,000	(1,173,500)
County (Convention & Visitors Bureau	B	Marketing for Lake Region/Western Comm.	35,000	2005-06	CVB	35,000	35,000			0	35,000	0
Unincorporated Canal Point & Pahokee	C	Canal Point Sanitary Sewer Expansion	1,659,267	2003 & 04	County	13,872	13,872			13,872	0	
(Pahokee/County)				2005	USDA	10,000	10,000				10,000	
				2005	USDA	390,000	390,000				390,000	
				2004	County	105,395	105,395				105,395	
				2003-04	County	440,000	440,000		440,000	88,558	351,442	
				2004	State App.	700,000	700,000				700,000	
							1,659,267			102,430	1,556,837	0
Unincorporated Areas:	D	Parks & Community Centers	569,437									
Pahokee		Paul Rardin (Restrooms)		2005	County		170,292			168,980	1,312	
Belle Glade		Glades Pioneer (Restrooms)		2005	County		221,693			205,913	15,780	
Lake Harbor		John Stretch (Restrooms)		2005	County		177,452			175,504	1,948	
(County)							569,437		569,437	550,397	19,040	0
									1,009,437			
Belle Glade		Glades Pioneer Park Facility	3,600,000	2004-07	County		2,400,000			0	2,400,000	(1,200,000)
(County)		(Glades Aquatic Facility)										
		Bike Path from S. Bay	750,000	2005	FDOT	750,000	Pending			0	0	(750,000)
Unincorporated Area:	E	Lake Okeechobee Connector Greenway	587,476				0			0	0	

Palm Beach County Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan											
Project Location (Responsible Entity)	Project Name	Total Project Cost	FY	Funding Sources	Funds Applied for /Requested	Funds Committed/ Awarded	STATE Appropriation 2005 Award **	COUNTY Matching Funds	Funds Spent	Funds Remaining	Unfunded Amount
Ocean-to-Lake Trail - West Trailhead (County)	Land Purchase Price	150,000	2006	County Bond	150,000	0			0	0	
Cont. Trailhead (County)	Survey	6,000	2005	funds	6,000	6,000			6,000	0	
	Appraisals	7,095	2005	funds	7,095	7,095			7,095	0	
	Environmental Audit	4,630	2005	funds	4,630	4,630			4,630	0	
	10-car/6-Horse Trailer Parking Lot	190,789	2006	County Bond	190,879	0			0	0	
	Kiosk and Bicycle Rack	19,040	2006	County Bond	19,040	0			0	0	
	Equestrian/Hiking Trail w/ Bridge Across Rim Canal	122,237	TBD	County Bond	122,237	0			0	0	
	Engineering and Design/Contract Supervision	87,685	TBD	County Bond	87,685	0			0	0	
					587,476	17,725			17,725	0	(569,751)
Unincorporated Area (County)	F Glades Public Farmer's Mkt. Phase I - Site Analysis & Conceptual Description	5,078,000 30,000	2005	County	30,000	30,000			0	30,000	
	Phase II - Market Report & Business Plan Market	48,000	2006	State Approp.	52,800	52,800	52,800		0	0	
	Development & Construction	5,000,000	2006-07	Ford Found/ State Approp.	5,000,000	5,000,000			0	0	
					5,082,800	5,082,800			0	30,000	(5,048,000)
Belle Glade (Belle Glade)	G Belle Glade Torrey Island Improvements Master Plan	35,000 10,000,000 50,000	2001	SFWMD	50,000	50,000			50,000	0	0
	Phase I: Six Miles Multi-use Paths, Airboat Ramp, Dredging	850,000	2001-05	SFWMD	250,000	250,000			250,000	0	
	fishing bridge, 2 picnic fac.			FRDP	200,000	200,000			200,000	0	
	birdwatching platform & landscape			LWCF SFWMD	200,000 150,000	200,000 150,000			200,000 150,000	0	
						850,000			850,000	0	0
	Phase II: Amphitheatre	870,000	2003	LWCF	200,000	200,000			0	200,000	
			2005	FRDAP	200,000	200,000			0	200,000	
			2005	Cult.Fac.	180,000	180,000			0	180,000	
						580,000			0	580,000	(290,000)
	Phase III: Educational/Nature Center Site & Site Amenities	2,114,000	2004	LWCF	200,000	200,000			0	200,000	
			2005	RTP	100,000	100,000			0	100,000	
			2003 & 04	FRDAP	400,000	400,000			0	400,000	
			2004	RTP	100,000	100,000			0	100,000	

Palm Beach County Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan

Project Location (Responsible Entity)	Project Name	Total Project Cost	FY	Funding Sources	Funds Applied for /Requested	Funds Committed/ Awarded	STATE Appropriation 2005 Award **	COUNTY Matching Funds	Funds Spent	Funds Remaining	Unfunded Amount
			2003	SFWMD	500,000	450,000			0	450,000	
						1,250,000			0	1,250,000	(864,000)
	Phase IV: Marina/Campground Infrastruct./Amenities/Facilities	6,116,000	2005 & 06	FRDAP	200,000	Pending				0	
			2005& 06	Cult.Facilities	350,000	Pending				0	
			2005 & 07	FDOT	200,000	Pending				0	
(Belle Glade) Continued	Exotic Plant Removal	35,000				35,000			0	35,000	0
Pahokee	H Pahokee Marina	7,940,230									
(Pahokee/Everglades Adventures)	Resort Complex	889,600	2005	USDA	600,000	600,000			0	600,000	
	Campground Expansion	1,502,880	2005	City-Insur.	2,187,750	2,187,750			0	2,187,750	
	New Marina	3,647,750	2003	County	273,000	273,000			15,000	258,000	
	Breakwater	1,900,000	2005 & 06	Cty. Bond	1,900,000	Pending			0		
			2005	Private	1,129,480	1,129,480			200,000	929,480	
			2004 & 05	EDA	400,000	400,000			0	400,000	
			2005	OTTED	100,000	100,000			0	100,000	
			2004	OTTED	125,000	125,000			0	125,000	
			2005	FIND	225,000	225,000			225,000	0	
			2005 & 06	FIND	500,000	500,000			0	500,000	
				Boating IF	500,000	Pending			0		
		4,890,800				5,540,230			440,000	5,100,230	(2,400,000)
South Bay	I South Bay Lake Facilities	4,748,458									
(South Bay)	SB Marina & Education Facility	4,100,000	2002	SFWMD	500,000	Pending			0		
			2003	FIND	76,000	76,000			0	76,000	
			2003	LWCF	200,000	200,000			0	200,000	
			2005	FRDAP	200,000	200,000			0	200,000	
						476,000			0	476,000	(3,624,000)
	Nature Park	75,000	2005	FRDAP	50,000	50,000			50,000	0	
			1997	County	25,000	25,000			25,000	0	
						75,000			75,000	0	0
	Market Depot	400,000	2002	Dev. Reg.	50,000	50,000			50,000	0	
			2003	CDBG	150,000	150,000			150,000	0	
			2005	Parks	200,000	200,000			0	200,000	
						400,000			200,000	200,000	0
	Railroad Cottage	315,800	2002	CDBG	200,000	200,000			0	200,000	
			2003	Historic	115,800	115,800			0	115,800	
						315,800			0	315,800	0
						Grand Total	1,000,000	1,009,437			

Palm Beach County Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan

Project Location (Responsible Entity)	Project Name	Total Project Cost	FY	Funding Sources	Funds Applied for /Requested	Funds Committed/ Awarded	STATE Appropriation 2005 Award **	COUNTY Matching Funds	Funds Spent	Funds Remaining	Unfunded Amount
Exhibit A - Private Investment by Business Owners											
Private Enterprises	Tourism Related Business										
	Alabama GA - Belle Glade	41,666	2000	County	21,666	21,666			21,666	0	
				Business	20,000	20,000			20,000	0	
	Belle Glade Arcade - BG	93,806	2004	County	28,100	28,100			25,006	3,094	
				Business	65,706	65,706			65,706	0	
	Commercial Revital- Pahokee	100,000	2005	County	50,000	50,000			0	50,000	
				Business	50,000	50,000			0	50,000	
	Creel Building - Pahokee	178,600	2003	County	12,500	12,500			12,500	0	
				Business	166,100	166,100			166,100	0	
	Drawbridge Café - Belle Glade	100,000	2005	County	20,000	20,000			0	20,000	
				Business	50,000	50,000			0	50,000	
	Everglades Inn - Pahokee	198,923	1999-04	County	51,666	51,666			31,666	20,000	
				Business	198,923	198,923			118,923	80,000	
	Grassy Waters Video	10,066	2005	County	3,020	3,020			0	3,020	
				Business	7,046	7,046			0	7,046	
	Jellyroll's Coffee Shop- Pahokee	115,000	2004	County	30,000	30,000			30,000	0	
				Business	85,000	85,000			85,000	0	
	Mr. Dale's - Canal Point	197,583	1998-99	County	50,000	50,000			50,000	0	
					147,583	147,583			147,583	0	
	Stop & Shop - Canal Point	480,000	1999	County	40,000	40,000			40,000	0	
				Business	440,000	440,000			440,000	0	
		1,515,644		Total		1,537,310			1,254,150	283,160	0

06 - 0470

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV - 420- 02150600000000000258

BGEX - 420- 02150600000000000930

FUND 1539 Economic Development

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 2/15/2006	REMAINING BALANCE
<u>REVENUES</u>								
1539-764-2106-3403	LOST-State Grant Capital-Phy Envirn	0	0	1,000,000	0	1,000,000		1,000,000
Total Receipts and Balances		5,609,408	5,609,408	1,000,000	0	6,609,408		
<u>EXPENDITURES</u>								
1539-764-2106-6504	LOST-IOTB Non Infrastructure	0	0	1,000,000	0	1,000,000		1,000,000
Total Appropriations & Expenditures		5,609,408	5,609,408	1,000,000	0	6,609,408		

Economic Development

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

[Signature] 2/15/06
2-15-06

By Board of County Commissioners
At Meeting of February 28, 2006

[Signature]
Deputy Clerk to the
Board of County Commissioners

STATE OF FLORIDA
GRANT ASSISTANCE

FEB 28 2006

PURSUANT TO LINE ITEM 1771A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Government Center, Economic Development Office, 301 North Olive Avenue, 10th Floor, West Palm Beach, Florida 33401 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide assistance for the Lake Okeechobee Scenic Trail - Glades Communities Improvements.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than thirty-six (36) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$1,000,000.00. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,000,000.00 toward the project described in Attachment A, Grant Work Plan. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Attachment B, Payment Request Summary Form. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.
 - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit quarterly invoices in conjunction with quarterly progress reports describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C (Special Audit Requirements)**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number FSAA_CL2) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
11.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee 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 Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Upon request, the Department will furnish a list of minority owned businesses for consideration in subcontracting opportunities.

12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

Rick Halvorsen	
Florida Department of Environmental Protection	
Greenways and Trails	
3900 Commonwealth Boulevard, MS #795	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2052
SunCom No.:	205-2081
Fax No.:	(850) 245-2083
SunCom Fax No.:	205-2083
E-mail Address:	Rick.halvorsen@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

Pam Nolan	
Palm Beach County Board of County Commissioners	
Government Center, Economic Development Office	
301 North Olive Avenue, 10 th Floor	
West Palm Beach, Florida 33401	
Telephone No.:	(561) 355-6835
Fax No.:	(561) 355-6017
E-mail Address:	pnolan@co.palm-beach.fl.us

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
20.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
21. Land acquisition is not authorized under the terms of this Agreement.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

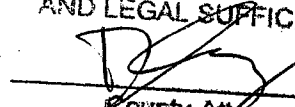
PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: 
Title: Tony Masiotti, Chairman

Date: FEB 28 2006

R2006 0291

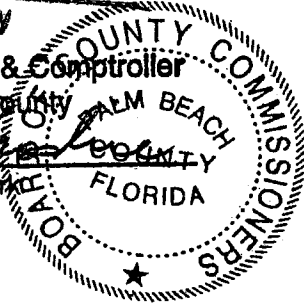
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
County Attorney

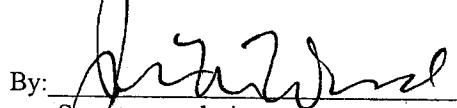
Sharon R. Bock, Clerk & Comptroller
Palm Beach County

BY 
Deputy Clerk

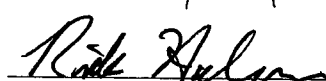
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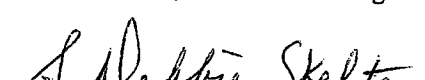


STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION


By: 
Secretary or designee

Date: 3/15/06


Rick Halvorsen, DEP Grant Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN**

Project Title: Palm Beach County Lake Okeechobee Scenic Trail (LOST) Tourism Enhancement Master Plan
Project Location: Palm Beach County's Glades Communities: Cities of Belle Glade, South Bay and Pahokee plus Canal Point and other unincorporated parts of the Glades adjacent to Lake Okeechobee.
Project Background: In 2005 the State of Florida awarded a \$1 million appropriation to Palm Beach County for the Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan in the Glades area. This is a five (5) year capital improvement plan to guide and fund the development of needed tourism-related business and job opportunities for residents of the Glades communities. The Glades communities are widely recognized as one of the poorest areas in the State associated with a number of problematic social, health and economic indicators. Recent hurricanes have devastated these communities, completely destroying the marinas and older buildings not suited for 140 mile per hour winds. The Plan will focus on (1) the construction of entryways in the communities which direct visitors to the Lake Okeechobee Scenic Trail, (2) create multi-use paths from the entryways to the trail to make the towns more accessible to recreational users and (3) ensure development of quality trailhead projects. This \$1 million state appropriation is a small portion of the total project cost for the preparation and implementation of the master plan. Projects will continue to be implemented throughout the five (5) year timeframe.
Project Objectives: <ul style="list-style-type: none">• Objective 1: Completion of the conceptual master plan with five (5) year capital improvement plan to guide and fund the development of needed tourism-related business and job opportunities for residents of the Glades communities.• Objective 2: Design and construct 4 entryways in the downtown redevelopment areas of the Glades communities. The entryways will distinguish each community's downtown and direct visitors to the Lake Okeechobee Scenic Trail.• Objective 3: Identify the trailhead development projects with economic potential extending from the County's Lake Okeechobee Connector Greenway just south of the Martin County line to John Stretch Park west of South Bay. Allocate funds and ensure development of quality trailhead projects.
Project Description: <ol style="list-style-type: none">1. Contract with qualified landscape architect and planner to (A) design conceptual master plan with entryways from the Lake communities; (B) provide trail connectors and pedestrian pathways from the Lake Okeechobee Scenic Trail to existing & future facilities, amenities, and trailheads; (C) identify locally preferred architectural elements; and (D) prepare a five (5) year capital improvement plan with budget. Design consultant (landscape architect) will provide 2 to 3 alternative entryway prototypes. Planner prepares vision statement, defines tourism facilities along Lake Okeechobee Scenic Trail, finalizes staff's assessment of tourism facilities, and drafts criteria for funding projects that implement this capital improvement plan.2. Convention & Visitors Bureau (CVB) marketing consultant to work with local committees to provide input in: (A) development of entryway contents, (B) identifying locations and (C) public art in collaboration with the County's Public Art Administrator.3. Contract with qualified interpretive writer & graphic designer to assist with contents and graphic design of

entryways, completing production in graphics form. Contents, illustrations & mapping on entryways may also be applied to brochures. Public meetings will be held in Glades communities for approval of entryway design & contents.

4. Contract with qualified contractor to engineer and construct entryways with recommended contents and graphics, and related support facilities and improvements, in each of the 4 communities; Belle Glade, Canal Point, Pahokee & South Bay. Actual construction amount to be determined for each entryway. Reimbursement will be made upon completion of each entryway.

5. Planner will seek 4 alternative funding sources for tourism related activities for implementation. Planner assists with the completion of existing amenities, facilities & trailheads listed in Master Plan based on cost and available funding. Funds will be allocated to appropriate agencies responsible for completing the project or County will contract directly with consultant/contractors to complete project.

Project Budget:

Project Funding Activity	DEP Funding	Matching Funds and Source	
		Funding	Source of Funds
Salaries:			
Fringe Benefits:			
Travel:			
Equipment:			
Supplies:			
Contractual:	1,000,000	1,000,000	Palm Beach County
Other (specify):			
Indirect:			
Total:	1,000,000	1,000,000	
Total Project Cost:		\$2,000,000	
% Match:		50%	

Project Budget Narrative:

Contractual: The services of a qualified landscape architect, planner, writer, graphic designer, contractor and engineer will be hired to assist in the completion of this project.

Total Budget by Task:

Task		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Hire qualified landscape architect with planner.	49,500		
2	Hire qualified writer & graphic designer.	30,000		
3	Hire qualified contractor to engineer and construct entryways.	245,500		
4	Allocate funds to appropriate agencies responsible for completing tourism related amenities, facilities & trailhead projects or contract directly with consultants/contractors to complete projects.	675,000		

5	County funds allocated for infrastructure, amenities, facilities, and trailhead projects.		1,000,000	Palm Beach County
Total:		1,000,000	1,000,000	
Project Total:				
Measures of Success:				
Development or opening of trail related businesses such as outfitters, bike/boat rentals, restaurants, lodging, etc. creating job opportunities. (January 2008-2010)				
Collaboration to develop regional implementation strategy with other Lake Okeechobee Scenic Trail counties. (January 2010)				

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Tables Palm Beach County Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan Timeline*

Project Milestones/Deliverables/Outputs				
Task/Activity	Performance Measure/Deliverables	Start Date	Completion Date	Output Due Dates to State
Hire qualified landscape architect, Gentile, Holloway & O'Mahoney with planner, Vicki Silver, AICP, to prepare the conceptual master plan with entryways from the Lake communities; connectors from LOST to existing & future facilities, amenities, and trailheads; locally preferred architectural elements and prepare a 5 year capital improvement plan with budget.	Completion of conceptual master plan with a 5 year capital improvement plan.	Jan/Feb 2006	Jan/Feb 2007	Feb 2007
Landscape architect designs entryway prototype based on 2-3 icon concepts reviewed by the communities.	Construction documents for a typical entry icon structure.	Feb 2006	Jul 2006	
Planner prepares vision statement, defines tourism facilities along Lake Okeechobee Scenic Trail, finalizes staff's assessment of tourism facilities, and drafts criteria for funding projects that implement this capital improvement plan.	Draft vision statement, LOST tourism facilities definition, completion of facilities assessment, and draft criteria for funding planned tourism projects	Jan/Feb 2006	Jan/Feb 2007	
Planner will prepare 4 funding requests to leverage state funding and implement this capital improvement plan.	Number of funding requests prepared and submitted. Amount of funds awarded.	Jan/Feb 2006	Jan/Feb 2007	Feb 2007
Convention & Visitors Bureau (CVB) marketing consultant to work with local committees to provide input in suggesting entryway contents, locations and public art in collaboration with Public Art Administrator.	Definition of entryway features unique to the communities including contents (recommended topics and themes of interpretive signs and kiosks).	Jan/Feb 2006	Jul/Aug 2006	
Hire qualified interpretive writer & graphic designer to write and design entryway contents.	Contract with qualified professionals to complete writing and design of entryway sign contents.	May/Jun 2006	Jul/Aug 2006	
Public meetings held in Lake communities for approval of entryway design & contents.	Public meetings held with broad participation by PBC's Lake communities.	Aug/Sept. 2006	Aug/Sept. 2006	
Interpretive writer & graphic designer complete work.	Completion of text and final graphic design for entryway interpretive signs.	Oct. 2006	Nov. 2006	Nov. 2006
Contract with qualified contractor to engineer and construct entryways with recommended contents in Belle Glade, Canal Point, Pahokee & South Bay. Individual entryway construction costs to be determined. Reimbursement to be made upon completion of each entryway. Total construction not to exceed \$245,500.	Construction of entryways linking LOST to four main communities.	Nov. 2006	Sept. 2007	Nov. 2007
Planner assists with the completion of existing amenities, facilities & trailheads listed in Master Plan (See Projects A, D, E, F, G, H & I), based on cost and available funding.	Number of planned and-completed tourism facilities	Jan/Feb. 2006	Dec. 2007	Jan. 2008
Landscape Architect & Planner assist in the future development of planned amenities, facilities & trailheads.	Number of planned amenities, facilities & trailheads ready for implementation.	Feb/Mar. 2007	Feb/Mar 2008	

Deliverables to state in shaded areas.

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Palm Beach County Board of
County Commissioners

GRANTEE'S GRANT MANAGER: _____

DEP AGREEMENT NO.: S0266

PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____

**PERFORMANCE
PERIOD:** _____

**AMOUNT
REQUESTED:\$** _____

**PERCENT MATCHING
REQUIRED:** _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting:				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$	\$	\$	\$
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTALS	\$	\$	\$	\$
AGREEMENT AMOUNT	\$		\$	
Less Total Cumulative Payments of:	\$		\$	
TOTAL REMAINING IN GRANT	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period. This must be by budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTALS*" line. Enter the budget amount on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been paid to date for expenses by budget category. The final report should show the total of all payments, first through the final payment, etc. Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTALS*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund – Line Item 1771A	2005-2006	37.053	Statewide Greenways Development/Improvement/Management	\$1,000,000.00	080148

Total Award					\$1,000,000.00	
--------------------	--	--	--	--	-----------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://www.fsaa.state.fl.us/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.