

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006

(x) Consent
() Workshop

() Regular
() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Memorandum of Agreement from the U.S. Department of Commerce-National Oceanic and Atmospheric Administration (NOAA) to provide up to \$72,190 in funding for the Coastal Lighting Compliance Project;

B) approve a Budget Amendment of \$72,190 in the General Fund ; and,

C) authorize the addition to the ERM complement of two student intern positions: and,

D) authorize the County Administrator or his designee to sign all future time extensions, task assignments, certifications and other forms associated with this grant, and necessary minor amendments that do not change the scope of work or terms and conditions of the contract.

Summary: NOAA has grant funding available to enact management measures that will improve the productivity of local beaches to compensate for impacts from an August, 2000 oil spill in Broward County. NOAA selected a project in Palm Beach County that will improve compliance with Article 14.A (Sea Turtle Protection and Sand Preservation) of the Unified Land Development Code through the hiring of 2 student interns to assist existing staff. The contract will provide funding in the amount of \$72,190 from October 31, 2006 to October 31, 2009. The grant does not require matching funds. Countywide (SF)

Background and Justification:
(Continued on page 3)

Attachments:

1. Memorandum of Agreement
2. Budget amendment (0001)

Recommended by:

Richard E. Welsby
Department Director

10/17/06
Date

Approved by:

[Signature]
County Administrator

10/30/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$3000</u>	<u></u>	<u></u>	<u></u>	<u></u>
Operating Costs	<u>\$20,155</u>	<u>\$23,376</u>	<u>\$25,659</u>	<u></u>	<u></u>
External Revenues	<u><\$23,155></u>	<u><\$23,376></u>	<u><\$25,659></u>	<u>\$0</u>	<u>\$0</u>
Program Income (County)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
In-Kind Match (County)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>\$0</u>	<u>\$0</u>
# ADDITIONAL FTE	0	0	0		
POSITIONS (Cumulative)	0	0	0		

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund 0001 Department 380 Unit 3177 Object various
 Program _____


B. Recommended Sources of Funds/Summary of Fiscal Impact

NOAA MOA Grant Coastal Lighting Compliance Augmentation Project

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:


 Contract Administrator

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Monroe Fox
Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification (continued)

The Florida Department of Environmental Protection (DEP) and NOAA investigated an oil spill that occurred in Broward County in 2000 and determined that 8,000 sea hatchlings had been affected. The agencies solicited proposals from interested parties to mitigate for the impacts and decided to fund projects addressing coastal lighting in Palm Beach County and Brevard County since nesting is higher in those counties than in Broward County. Sea turtle nesting in Palm Beach County is among the highest in the United States. Coastal lighting is the primary threat to sea turtles in Palm Beach County which usually leads the state in the amount of disorientation of sea turtles caused by lights. Augmentation of existing compliance efforts is the most effective method for reducing lighting impacts and improving hatchling productivity. This grant and the previously implemented DEP grant will allow for additional staff and equipment that is essential to improved compliance for the next three (3) years.

Attachment 1

Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

**MEMORANDUM OF AGREEMENT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT
AND THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, ACTING
THROUGH THE TRUSTEE COUNCIL FOR THE AUGUST 8, 2000, MYSTERY
SPILL AT FORT LAUDERDALE, FLORIDA**

I. Purpose

This Memorandum of Agreement (MOA) is entered into by and between the Palm Beach County Department of Environmental Resources Management (County) and the undersigned Trustee Council, acting on behalf of the Florida Department of Environmental Protection Bureau of Emergency Response (FDEP) and the National Oceanic and Atmospheric Administration (NOAA) to govern the implementation of a restoration project selected by FDEP and NOAA (hereinafter, "the Trustees") to address the injury to and loss of sea turtles caused by the August 8, 2000, mystery oil spill near Fort Lauderdale, Florida (hereinafter, "the Incident"). This restoration project is among nine (9) projects selected by the Trustees to restore natural resources and/or services identified in the Final Damage Assessment and Restoration Plan/Environmental Assessment for the Fort Lauderdale Mystery Oil Spill (Final Restoration Plan-Attachment A) published by the Trustees on August 26, 2002. The restoration projects identified in that plan are to be implemented using funds that the Trustees accepted on December 17, 2003 from the Oil Spill Liability Trust Fund (OSLTF), pursuant to a claim filed under 33 U.S.C. § 2712(a)(4). These funds were placed in NOAA's Damage Assessment and Restoration Revolving Fund (DARRF) and are to be used only to implement the restoration projects selected in the Final Restoration Plan. This MOA identifies the terms and conditions under which the County will implement the sea turtle lighting enforcement project and under which the Trustees, acting through the undersigned Trustee Council, will authorize transfers of funds from the DARRF to the County for costs and expenses it will incur to implement this restoration project.

II. Authorities

The County enters into this MOA pursuant to the designation by the Governor of Florida of the Chair of the Palm Beach County Board of County Commissioners to act on behalf of the County as a limited trustee for natural resources affected by the Incident. This designation is solely for the purpose of implementing the sea turtle lighting enforcement restoration project (Restoration Project) in the Restoration Plan that is within its jurisdiction (Letter from Florida Governor Jeb Bush to EPA Administrator Mike Leavitt, dated May 18, 2004).

The Trustee Council enters into this MOA on behalf of the Trustees pursuant to the Oil Pollution Act of 1990 (OPA), 33 U.S.C. 2701 *et seq.*, the Natural Resource Damage Assessment Regulations, at 15 CFR Part 990, applicable to restoration

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Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

planning under OPA, and other applicable Federal and State laws, in order to implement restoration actions that have been approved by the Trustees. The Trustee Council executes this MOA pursuant to a Memorandum of Understanding of March 1, 2004, between the Trustees that established the Trustee Council to plan for and implement restoration actions appropriate to compensate for the natural resources and/or services injured by the Incident, in accordance with the Final Restoration Plan, and to administer the funds recovered for the restoration of natural resources and/or services injured as a result of the Incident.

III. Implementation of Restoration Project

1. The County will implement the following Restoration Project, in accordance with the provisions of this MOA:

Marine Turtle Lighting Compliance Surveys, Palm Beach County, Florida: For a period of three (3) years the Palm Beach County Department of Environmental Resources will hire, train, equip, and employ two (2) seasonal employees to survey County beaches, document compliance and report lights out of compliance with the County's Sea Turtle Lighting Ordinance (Unified Land Development Code, Article 14, Sea Turtle Protection and Sand Preservation). The County will forward all reports to proper jurisdictional authorities for appropriate enforcement action by existing staff. The work conducted by the two seasonal employees will be above and beyond work already being conducted and funded by the County. This funding will be used to pay for 1,000 hours per year, for a period of three years, starting August 1, 2006, for each seasonal employee. Additional funding will be provided for equipment and other necessary items to implement the Restoration Project. The Restoration project will otherwise be conducted consistent with the project features and description in the Scope of Work dated May 9, 2006 from Mr. Robert Kraus, Palm Beach County Department of Environmental Resources Management, to Mr. Tom Moore, NOAA Restoration Center; which is attached and incorporated herein as Attachment B. (County estimated cost to implement: \$72,190)

2. The County will be solely responsible for arranging for, scheduling, and coordinating the work of its employees, agents, contractors, or subcontractors involved in implementing the Restoration Project, including as may be necessary to provide for coordination with the Trustee Council under this MOA.
 3. Where the County seeks to use outside contractors to implement any or all of the Restoration Project, the County will use its standard practices and procedures, including those applicable to obtaining and reviewing competitive bids from properly licensed, insured, and bonded contractors, to ensure contractor costs incurred to perform work are reasonable. The Trustee Council will have the opportunity to review recommended bids
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Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

prior to acceptance and to participate in pre-implementation meetings with the contractors.

4. The County will ensure that any necessary construction or other permits are obtained, that any employee or contractor used has all appropriate licenses required to perform intended work, and that all work performed in implementing the Restoration Project is otherwise carried out in accordance with all applicable federal, state, and local laws and regulations, including conditions required to protect natural resources.
5. Approved work plans may be modified by the County, in accordance with the following criteria.
 - i. Allocation within or between cost of budget categories of a project total of 10 percent or less of the total project costs estimates may be made by the County without prior approval of the Trustee Council. However, this change in allocation must be specifically identified to the Trustee Council in the annual and final requests for reimbursement.
 - ii. To otherwise modify work plans including allocation, within or between cost or budget categories, of amounts more than 10 percent of the total project cost estimates found in the work plans previously approved for the Restoration Project requires the specific approval of the Trustee Council. Any modification of approved plans, including the project costs estimates included therein, will be specifically identified and the basis for the change explained by the County in presenting the change for approval by the Trustee Council.
 - iii. All other modifications to the work plan must be approved by the Trustee Council.
6. The Trustee Council shall provide for public notice and comment for any necessary, significant modification of the Restoration Project. If the Restoration Project is modified significantly, as determined by the Trustee Council, notice shall be provided to the OSLTF.
7. Any work products that result from the Restoration Project actions will include a statement that acknowledges the Restoration Project and that it was implemented in whole or in part, as appropriate, with natural resource damages recovered by FDEP and NOAA for rehabilitation of natural resources injured as a result of the incident.

IV. Oversight by Trustee Council

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Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

1. The Trustee Council will oversee the activities of the County in implementing the Restoration Project to ensure consistency with the Restoration Plan and that funds used to implement restoration are otherwise lawfully applied.
2. To provide for that oversight, the County will, at a minimum, except as otherwise agreed by the Trustee Council:
 - i. Provide the Trustee Council with at least 20 business days to review, comment on, and approve any written work plans or modifications to the Restoration Project, including the budget or estimated costs of any work;
 - ii. Upon request, meet with the Trustee Council to discuss any issues related to the details of implementation of project costs;
 - iii. For year 1 & 2, within 60 days of the end of Sea Turtle Nesting Season (November 1st), the County will prepare an annual report that will include the following deliverables:
 1. Annual cost accounting as defined in Paragraph V.5.
 2. A request for additional reimbursement or an acknowledgment of credit carryover as defined in Paragraph V.5.
 3. As defined in Attachment B an annual report that details and evaluates the following:
 - a. Enforcement Actions Taken
 - b. Number of Nests Disoriented
 - c. Tracking of percent compliance/non-compliance throughout the year.
 - d. Comparison of enforcement actions and disorientation to previous years (starting in 2005).
 - iv. For year 3, within 60 days of the end of Sea Turtle Nesting Season (November 1st), the County will prepare a final report that will include the following deliverables:
 1. Annual cost accounting as defined in Paragraph V.5.
 2. A request for additional reimbursement or a schedule to return unused funds to Trustee Council as defined in Paragraph V.5 & 10.
 3. As defined in Attachment B a final report that details and evaluates the following:
 - a. Enforcement Actions Taken
 - b. Number of Nests Disoriented
 - c. Tracking of percent compliance/non-compliance throughout the year.
 - d. Comparison of enforcement actions and disorientation to previous years (starting in 2005).

Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

- v. Transmit a minimum of three (3) copies of any document required to be submitted to the Lead Administrative Trustee (NOAA) for review by the Trustee Council under this MOA.
- 3. The Trustee Council will have access to and may inspect the Restoration Project actions or the work being performed thereon at any time during the period of this MOA.
- 4. Within 30 business days following receipt of the County's notice of project completion under Paragraph IV.2.iv above and, upon finding implementation is complete and in accordance with approved project plan(s) and return of any credits pursuant to Paragraph V.4.vi., the Trustee Council will provide written notice to the County certifying Completion of the Restoration Project.

V. Funding

- 1. Any use of funds in the Restoration Account must be authorized by the Trustee Council. The funds comprising the Restoration Account must be used only to implement the Restoration Project that is the subject of this MOA. This project was selected for implementation in the Final Restoration Plan developed for this Incident under OPA, and, in accordance with 33 U.S.C. 2706(f), the Restoration Account can be used only for the actual costs and expenses to implement this project.
- 2. The Trustee Council agrees to authorize the transfer of up to \$72,190 from the Restoration Account to implement the Restoration Project, subject to the terms of this MOA.
- 3. The Restoration Project will be funded as a reimbursable project. The County will incur all projects costs and subsequently be reimbursed by the Trustees on an annual basis.
- 4. For the annual reimbursements as identified in Paragraph V.3., the County will initiate the process for reimbursement by submitting three (3) copies of a written request for reimbursement to the Lead Administrative Trustee (NOAA). The request will be accompanied by all required deliverables of Attachment B and documentation of all costs and expenses for all funds received since the last reporting period and for all costs for which reimbursement is being sought. The reporting shall be in a form that is consistent with generally accepted business and accounting practices. The Trustee Council will review each request and accompanying documentation submitted by the County and, if it finds all submitted costs and expenses to be consistent with the approved project plans and appropriately documented in accordance with "Excerpts from National Pollution Fund Center Funding Guidelines" (Attachment C), the Trustee Council will direct the Manager of the DARRF to transfer funds from the Restoration Account in an amount sufficient to reimburse the County for its actual costs and expenses as

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requested, up to the limits as appropriate in Paragraph V.2. If the Trustee Council finds a submitted cost or expense is inconsistent with the approved project plans or is not appropriately documented, the Trustee Council will notify the County and allow the County 30 business days to clarify or supplement its request for reimbursement of that cost or expense. In the interim, the Trustee Council will direct the Manager of the DARRF to transfer funds from the Restoration Account in an amount sufficient to reimburse the County for accepted costs and expenses.

5. Whenever the Trustee Council notifies the County that a submitted cost or expense has been found to be inconsistent with the approved project plan or is not appropriately documented, the Trustee Council and the County will make good faith efforts to resolve the issue associated with that expenditure. However, the Trustee Council retains sole and final authority to decide consistency with the approved project plan, the sufficiency of the documentation provided, and the Trustee Council's determination in that regard will be non-appealable.
6. All reimbursement requests and actions under Paragraphs V.4 are subject to the maximum funding levels identified in Paragraph V.2.
7. The manner and timing of disbursements from the Restoration Account are subject to schedules, procedures, and requirements applicable to funds held within the DARRF.
8. The Trustee Council will not allow the County to use any provided funds or request funds for reimbursement of any costs it incurs to implement any work or activity that is inconsistent with the Restoration Plan (Attachment A), or the Work Plan (Attachment B) or with the laws governing use of the recovered damages. Whenever, in reviewing the Restoration Project itself or documents submitted by the County, the Trustee Council finds any work or activity proposed to implement the Restoration Project is inconsistent with the Restoration Plan or the laws governing the use of the recovered damages, the Trustee Council will notify the County and either request that work or activity be eliminated from the plan or seek changes that will avoid or eliminate the conflict with the Restoration Plan or the laws governing use of the damages. The County may elect to retain the work or activity as originally proposed, but only as a non-approved project element of the cost of which will not be subject to reimbursement under this MOA. The Trustee Council retains whole and final authority to decide whether any work or activity is inconsistent with the Restoration Plan or with the laws governing use of the recovered damages and the Trustee Council's determination in that regard.
9. Pursuant to 33 U.S.C. § 2706(f), all sums not used to implement the Restoration Project must be returned to the OSLTF. Therefore, the County will return, refund, or repay to the Restoration Account any sum that the Trustee Council determines to represent: (i) an overpayment to the County; (ii) a reimbursement of a cost or expense not incurred in connection with a

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Restoration Project identified herein; or (iii) a cost or expense that was not incurred in accordance with the terms of this MOA. Such return, refund, or repayment will be made within 30 calendar days after the Trustee Council requests the return of an identified sum in writing. Any funds so returned will include any interest that may have been earned on that amount since the date of receipt by the County.

10. The County's anticipated future costs and expenses to maintain and manage the Restoration Project following completion are not subject to reimbursement under this MOA.

VI. Notices

1. Notices, documents, comments, or other communications between the County and the Trustee Council under the terms of or respecting matters covered by this MOA will be provided to:

- a. Richard E. Walesky, Director
Palm Beach County County Dept. of Environmental
Resources Mgt.
2300 N. Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743
Phone: 561-233-2400
Fax: 561-233-2414
Email: rwalesky@co.palm-beach.fl.us

- b. For the Trustee Council

Tom Moore
NOAA Restoration Center
263 13th Ave South
St. Petersburg, FL 33701
Phone: 727-551-5716
Fax: 727-824-5390
Email: Tom.Moore@noaa.gov

And

Phil Wieczynski
Chief, Bureau of Emergency Response
Florida Department of Environmental Protection
3900 Commonwealth Blvd., M.S. 659
Tallahassee, FL 32399-3000
Phone: 850-245-2010
Fax: 850-245-2882
Email: Phil.Wieczynski@dep.state.fl.us

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2. Notices, documents, comments, or other communications between the County and the Trustee Council required by this MOA will be in writing and provided in a manner (personal delivery, email, U.S. Mail, express mail) allowing for timely delivery and consideration.
3. All other notices, documents, comments, or other communications between the County and the Trustee Council respecting matters covered by this MOA will be in a form and manner acceptable to both the County and the Trustee Council.

VII. Records

1. The County will maintain all documents and other records related to its implementation of the Restoration Project, including all financial records. The Trustee Council will have access to all such records for the purpose of review, inspection, audit, excerpt, transcription, and/or copying. When the Trustee Council seeks access to such records, the County will either provide copies of such records directly to the Trustee Council or make the records available to the Trustee Council during normal business hours and with proper facilities for such access, inspection, and copying.
 2. Financial records generated or maintained by the County to document its costs and expenses in implementing the Restoration Project will be in accordance with generally accepted business and accounting practices, consistently applied. Such records will be sufficient to identify and segregate costs among the segments or components of the Restoration Project.
 3. All documents and other records that the County provides directly to the Trustee Council under this MOA will be considered public records and will be included by the Trustee Council in its administrative record covering restoration actions implemented to address the natural resource injuries and service losses caused by the Incident.
 4. Nothing herein is intended nor will be construed to require or permit the disclosure to the Trustee Council or to the public of any information that is protected from disclosure under applicable state or federal laws. Where information is withheld or access to a record is limited based upon an applicable law, the reason therefore will be specifically cited and the Trustee Council and the County will seek an alternative means or form for sharing the necessary information or addressing the relevant issue.
 5. All records under Paragraph VII.1 will be maintained by the County during the period the provisions respecting funding apply (as defined in Paragraph XII.1) and for three (3) years thereafter. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the Restoration Project of which the County is aware is started before the expiration of the three year period, such records must be retained until completion of the
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Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

action or resolution of all issues that arise from it, or until the end of the regular three (3) year period, whichever is later.

6. Nothing herein is intended nor will be construed to permit the destruction of records required to be retained for a longer period of time by an applicable federal or state law.
7. All determinations of the Trustee Council under this MOA will be based solely on the information and records that are available to the Trustee Council. The County's failure to generate, maintain, or produce a record as contemplated by this MOA may, at the Trustee Council's sole discretion, result in the County's request for reimbursement of a Restoration Project cost of expense being denied.

VIII. Indemnification

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.

IX. General Provisions

1. This MOA is not intended and is not to be construed as creating any financial obligation or debt on behalf of the Trustees, the United States Government, or the State of Florida. It is understood and agreed that the funding contemplated by this MOA may only be provided from the Restoration Account. Any transfers of funds from that account are subject to the availability of funds therein.
2. Nothing in this MOA is intended or will be construed as creating a contractor or agency relationship between the Trustees, the United States Government, the State of Florida, and any person, including contractors or consultants, hired by the County to perform work on the Restoration Project described herein.
3. Nothing in this MOA is intended or will be construed as a waiver of sovereign immunity by either the Trustees, the United States Government, the State of Florida, or the County.
4. Nothing in this MOA is intended or will be construed as consent by the Trustees, the United States Government, the State of Florida, or the County to be sued by third parties in any manner arising from activities undertaken pursuant to this MOA.
5. Any news releases, advertising, or other materials prepared or released to publicize the Restoration Project will include a statement acknowledging

Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

that the Restoration Project was implemented, in whole or in part, as may be appropriate, using funds recovered by FDEP and NOAA to provide for restoration actions to compensate for the injuries to natural resources and services resulting from the Incident.

X. Modification

This MOA may be amended at any time. Any amendment must be set forth in writing and agreed to by the Trustee Council and the County.

XI. Default

1. If the Trustee Council finds, at any time during the period of this MOA, that the County has ceased to implement all or any portion of the Restoration Project, is seriously or repeatedly deficient or late in implementing all or any portion of the Restoration Project, or is implementing all or any portion of the Restoration Project in a manner that is materially inconsistent with the approved project plans, the Restoration Plan, the laws governing the use of the recovered damages, or other laws applicable to the performance of the work, including laws intended to protect humans or the environment, the Trustee Council may unilaterally terminate this MOA.
2. The Trustee Council will effect termination under Paragraph XI.1 by providing written notice to the County. Upon issuance of such a notice, the Trustee Council will not authorize any further transfer of funds from the Restoration Account to the County.

XII. Period of Agreement

1. This MOA will be effective as of the date of the last signature affixed below by the undersigned representatives of the County and the Trustees. The provisions respecting funding will apply until: (i) the date the Trustee Council certifies Completion of the Restoration Project under Paragraph IV.4 above; or (ii) the County receives the final disbursement of funds approved by the Trustee Council for reimbursement of its costs, whichever is later.
2. The MOA may be terminated at any time by: (i) agreement of the Trustee Council and the County; or (ii) by the Trustee Council under Section XI. or (iii) by written notification by the County provided that they received insufficient funds under Section V.

Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

IN WITNESS WHEREOF, the undersigned representatives of the County and the Trustees, each acknowledging they have authority to execute this MOA on behalf of their respective agencies, do hereby execute this MOA.

For Palm Beach County:

Addie L. Greene, Chairperson
Palm Beach County Board of County Commissioners

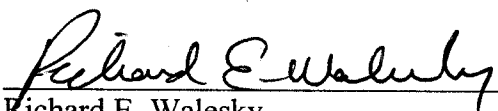
Date

As approved by the Board on _____

ATTEST:

Shannon Fox
Palm Beach County Assistant Attorney

Date




Richard E. Walesky
Palm Beach County Environmental Resources Mgmt. Director

10/17/06

Date

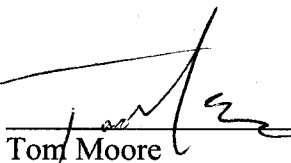
Trustee Council, acting for the Trustees:



P. Wieczynski
Chief, Bureau of Emergency Response
Florida Department of Environmental Protection

10/9/06

Date



Tom Moore
NOAA Fisheries Restoration Center, Southeast Region
National Oceanic and Atmospheric Administration

10/10/2006

Date

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Trustees/Palm Beach County Lighting Enforcement Restoration Project MOA

Attachment A: Final Damage Assessment and Restoration Plan/Environmental Assessment for the Fort Lauderdale Mystery Oil Spill, August 26, 2002

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Attachment B: Scope-of-Work dated May 9, 2006 from Mr. Robert Kraus, Palm Beach County Dept. of Environmental Resources Management, to Mr. Tom Moore, NOAA Restoration Center

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Attachment C: National Pollution Fund Center Natural Resource Damage Funding Guidelines, (http://www.uscg.mil/hq/npfc/pdf/URG/URG_6_01.pdf); Chapter 6, Section 5. Recordkeeping

C. Content of Documentation. The NPFC does not specify the format that documentation must take. The FLAT may use any system for documenting the Preassessment as long as it meets the requirements for content. It is important to note, however, that original documentation is preferred for cost recovery, and should not be retyped, even when hand written. Accordingly, the FLAT must establish sufficient controls and procedures to provide documentation as follows:

1. **Work/purchase authorization.** Show that the work or purchase was authorized by appropriate authority, e.g., contracts, travel orders, work orders, rental contracts, purchase orders.
2. **Work/purchase receipt and acceptance.** Show that the goods or services were received and accepted as complying with the authorization, e.g., receiving reports, delivery tickets with receipt signatures, ad hoc reports, with the date of receipt and acceptance.
3. **Work billed.** Provide the cost of the work or purchase and show that these costs were properly billed to the Trustee, e.g., contractor's invoice, cash register receipts, travel reimbursement vouchers, employee timesheets or logs.
 - a. **Work performed.** Show the work performed (the service provided, the equipment used, the persons employed, etc.) and the quantitative factors involved in each item of work performed each day, i.e., the delivered work product.
 - b. **Work unit.** Identify costs according to the unit of work for each item. For contracts, that unit of work is established by the contract line item (CLIN). For time and material based contracts, the unit of work is normally hours, and the delivered work product is the number of hours per day.
 - c. **Work cost.** Show the cost of each unit of each item of work per day (or other time period set in the controlling agreement for that item) and the extended total cost, e.g., eight hours supervisor services per day at \$50 per hour times 7 days (specifically identified by date) equals \$2800 total cost.
4. **Work payment.** Show the amount billed was paid or authorized for payment. The FLAT should certify the cost authorized for payment is sufficient for requesting reimbursement from the OSLTF, provided that any later adjustments or corrections to the amount paid are promptly reported to the NPFC.
5. **Trustee's internal costs.** Documentation should include the following information for salary, equipment, and administrative costs for each day of Preassessment activity:
 - a. Date;
 - b. Identification (employee name or ID, equipment description or ID, function performed);
 - c. Category, e.g., grade level, equipment type;
 - d. Number of hours charged for that day;
 - e. Rate (include basis for any standard rates);
 - f. Total cost (hours time rate); and
 - g. Cumulative total cost for all days.

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PALM BEACH COUNTY, FLORIDA
BUDGET Amendment Page 1 of 1 Pages
BGRV - 380-
BGEX - 380-

_____	File
_____	Finance
_____	Minutes
_____	Budget

FUND 0001 General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	EXPENDED / ADJUSTED ENCUMBERED BUDGET 10/13/2006	REMAINING BALANCE
REVENUE							
<u>Coastal Lighting Compliance Grant</u>							
380-3177-3138	Federal Grant Physical Environment	0	0	72,190	0	72,190	0 72,190
TOTAL RECEIPTS & BALANCES		<u>1,031,254,533</u>	<u>1,031,254,533</u>	<u>72,190</u>	<u>0</u>	<u>1,031,326,723</u>	
APPROPRIATIONS							
<u>Coastal Lighting Compliance Grant</u>							
380-3177-1301	Salary & Wages Non-FRS	0	0	60,000	0	60,000	0 60,000
380-3177-2101	Fica	0	0	3,720		3,720	3,720
380-3177-2105	Medi	0	0	870		870	870
380-3177-4701	Graphics	0	0	2,300		2,300	2,300
380-3177-5201	Operating Supplies	0	0	2,300		2,300	2,300
380-3177-6405	Data Processing Equipment	0	0	3,000	0	3,000	0 3,000
TOTAL APPROPRIATIONS & EXPENDITURES		<u>1,031,254,533</u>	<u>1,031,254,533</u>	<u>72,190</u>	<u>0</u>	<u>1,031,326,723</u>	

Environmental Resources Management
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date

10/17/06
10-24-06By Board of County Commissioners
at meeting of 11/21/2006Deputy Clerk to the
Board of County Commissioners

ATTACHMENT #2