

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2007 Consent Regular
 Workshop Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

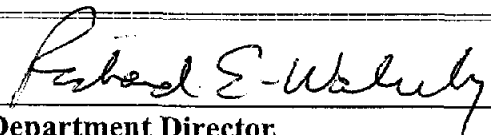
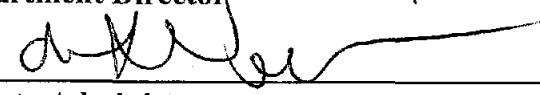
Motion and Title: Staff recommends motion to:

- A) approve** Contract No. 06186 with the Florida Fish and Wildlife Conservation Commission (FWC) for reimbursement of a portion of the construction cost of Square Lake/East Slough Wetland Restoration Project;
- B) approve** Budget Amendment of \$400,000 in the Capital Outlay Fund; and,
- C) authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Contract, and necessary minor amendments that do not change the scope of work or terms and conditions of the Contract.

Summary: This Contract will provide funding for aquatic habitat enhancement that includes the following activities at this Chain-of-Lakes project: dewatering, shoreline excavation, dredging, creation and planting of littoral shelves and wetlands of Square Lake. The Commission shall pay the County on a cost reimbursement basis not exceeding the amount of \$400,000. A County match is not required. The Contract shall remain in effect until June 30, 2008. District 3 (SF)

Background and Justification: The Lake Osborne restoration project will re-establish historic habitat for fisheries and wildlife by creating and restoring wetland and upland habitat within the Lake Osborne freshwater lake system. The proposed wetland restoration project is located within Palm Beach County's John Prince Park. This Contract will reimburse the County for a portion of the total project costs estimated at \$2.5 million. This work is planned to begin this August upon BCC execution of the construction contract.

- Attachments:**
- 1. FWC Contract No. 06186
 - 2. Budget Amendment (3900)

Recommended by:		6/19/07
	Department Director	Date
Approved by:		6/20/07
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$400,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$400,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 FWC Contract No. 06186

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

John B. ... 6/22/07
6/22/07
6/20/07
6/22/07
 Contract Development and Control
6/25/07

B. Legal Sufficiency:

Monroe S. ...

 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

FWC Contract No. 06186

**CONTRACT BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
PALM BEACH COUNTY, FLORIDA
for
SQUARE LAKE/EAST SLOUGH WETLAND
RESTORATION PROJECT**

THIS CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2743 hereafter "COUNTY", herein referred to collectively as the "PARTIES".

NOW THEREFORE, the COMMISSION and the COUNTY, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The COUNTY shall perform the project activities and specific responsibilities and obligations as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof.
2. **PERFORMANCE.** The COUNTY shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the COUNTY. The COUNTY shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The COUNTY shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the COUNTY warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible recipient.
3. **TERMS.** This Contract shall be effective upon execution by the last party to do so and shall remain in effect until June 30, 2008, inclusive, unless terminated sooner as provided herein. In accordance with Section 287.058(2), Florida Statutes, the COUNTY shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract nor after the termination date of the Contract.
4. **COMPENSATION.** As consideration for the COUNTY's performance under the terms of this Contract, the COMMISSION shall pay the COUNTY on a cost reimbursement basis not exceeding the amount of \$400,000.00. The COMMISSION shall reimburse the COUNTY only for aquatic habitat enhancement that includes the following activities: dewatering, shoreline

excavation, dredging, creation of littoral shelves, and re-vegetation of littoral shelves and wetlands of Square Lake (Refer to Attachment A and Attachment C, "Wetland Construction"). The COUNTY shall be responsible for all other project costs.

5. **PAYMENTS.** The COMMISSION shall pay the COUNTY for satisfactory performance upon submission of invoices, accompanied by reports or deliverables specified in the Scope of Work, and after acceptance of services and deliverables in writing by the COMMISSION's Project Manager. Each invoice shall include the COMMISSION Contract Number and the COUNTY's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The COUNTY shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment D.

Invoices shall be submitted after acceptance and approval by the COMMISSION of such services and deliverables. Invoices will be submitted no more frequently than monthly.

A final invoice shall be submitted to the COMMISSION no later than June 1, 2008 to assure the availability of funds for payment.

No travel expenses are authorized under the terms of this Contract.

6. **MYFLORIDAMARKETPLACE VENDOR REGISTRATION.** In accordance with Rule 60A-1.030 of the Florida Administrative Code (FAC), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

7. **TERMINATION.** If a party fails to fulfill its obligations under this Contract in a timely and proper manner, a party not in default shall have the right to terminate this Contract by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, this Contract shall terminate at the expiration of the thirty (30) day time period.

Either party may terminate this Contract at any time for convenience upon thirty (30) calendar days prior written notice to the other party.

Upon the COMMISSION'S termination for default or convenience, the COMMISSION acknowledges and agrees to pay for all work performed up to the date of termination.

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Upon termination of this Contract, the COUNTY shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

8. **TAXES.** The COUNTY recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

9. **PROJECT MANAGERS.** The COMMISSION'S Project Manager under this Contract shall be Edwin Roman. The COUNTY'S Project Manager shall be Carolyn Beisner. Any change in the designation of either party's Project Manager during the life of this Contract shall be immediately forwarded in writing to the other party.

10. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

COMMISSION
Edwin Roman
3450 Ferrell Street
New Port Richey, Florida 34655

COUNTY
Richard E. Walesky, Director
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743

cc: Palm Beach County Attorney's Office
301 North Olive Avenue, Sixth Floor
West Palm Beach, FL 33401

11. **AMENDMENT AND MODIFICATIONS.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual Contract of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the COUNTY'S cost or the term of the Contract shall require a formal amendment.

12. **RELATIONSHIP OF THE PARTIES.** The COUNTY shall perform as an independent contractor and not as an agent, representative, or employee of the COMMISSION. The COUNTY covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. The parties

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agree that there is no conflict of interest or any other prohibited relationship between the COUNTY and the COMMISSION.

13. **INSURANCE.** To the extent required by law, the COUNTY will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the COUNTY 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 COUNTY. 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 Contract is not protected under Workers' Compensation statutes, the COUNTY shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The COUNTY warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the COUNTY's officers, employees, servants and agents while acting within the scope of their employment with the COUNTY.

14. **PUBLIC RECORDS.** This Contract may be unilaterally canceled by the COMMISSION for refusal by the COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

15. **RECORD KEEPING REQUIREMENTS.** The COUNTY shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principals. The COUNTY shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Contract. In the event any work is subcontracted, the COUNTY shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

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16. **LIABILITY.** 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.

17. **NON-DISCRIMINATION.** 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 Contract.

18. **PROHIBITION OF DISCRIMINATORY VENDORS.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a COUNTY, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

19. **PROHIBITION OF UNAUTHORIZED ALIENS.** The employment of unauthorized aliens by any COUNTY/vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the COUNTY knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The COUNTY shall be responsible for including this provision in all contracts with private organizations issued as a result of this Contract.

20. **NON-ASSIGNMENT.** This Contract may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

21. **PROHIBITION OF CONTINGENT FEES.** The COUNTY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the COUNTY, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the COUNTY, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

22. **SEVERABILITY AND CHOICE OF VENUE.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

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23. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

24. **JURY TRIAL WAIVER.** As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract; including but not limited to any claim by the COUNTY of quantum meruit.

25. **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS.** In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the COUNTY shall be required to comply with the audit requirements outlined in Attachment E, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Contract, as applicable.

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

26. **ENTIRE CONTRACT.** This agreement with all incorporated attachments and exhibits represents the entire Contract of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Name: Addie L. Greene
Title: Chairperson

Kenneth D. Haddad
Executive Director

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

Palm Beach County Attorney

FWC Attorney

Richard S. Maloney
APPROVED AS TO TERMS
AND CONDITIONS.

Kenneth D. Haddad

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Attachments and Exhibits in this Contract include the following:

Attachment	A	Scope of Work
Attachment	B	Project Map
Attachment	C	Square Lake / E. Slough Wetland Restoration Plan Unit Cost Estimate
Attachment	D	Comptroller Cost Reimbursement Requirements
Attachment	E	Florida Single Audit Act Requirements

ATTACHMENT A

SQUARE LAKE AND EASTERN CUSTARD APPLE SLOUGH:

The Lake Osborne restoration project will re-establish historic habitat for fisheries and wildlife by creating and restoring wetland and upland habitat within the Lake Osborne freshwater lake system. The proposed wetland restoration project is located within Palm Beach County's John Prince Park. This 80.61 acre enhancement project will provide a combined restoration/enhancement of approximately 60.29 acres of created/restored freshwater wetlands to improve fisheries habitat.

SCOPE OF WORK: SQUARE LAKE

Approximately 35,000 cubic yards of anoxic mucks in Square Lake will be removed to natural sand bottom. After drawing down the lake, the bottom will be dredged using mechanical methods such as a drag-line. After restoring the sand bottom, deeper areas will be created in the lake for fish utilization. Four and a half acres of shoreline will be scraped back and re-sloped to wetland elevations for planting a mix of herbaceous wetland plant species. To enhance flushing and create additional habitat, a 1.9-acre cut will be excavated to create open water and a 1.77-acre hydric hardwood hammock surrounded by wetland herbaceous planting shelves will be created. Approximately 0.46 acres of open shoreline will be spaced between the littoral zones around the lake to facilitate shoreline fishing. Two fishing piers are planned for the area. An existing 6.8 acres wetland area will be enhanced with 1.2 acres of supplemental plantings of wetland trees and herbaceous understory.

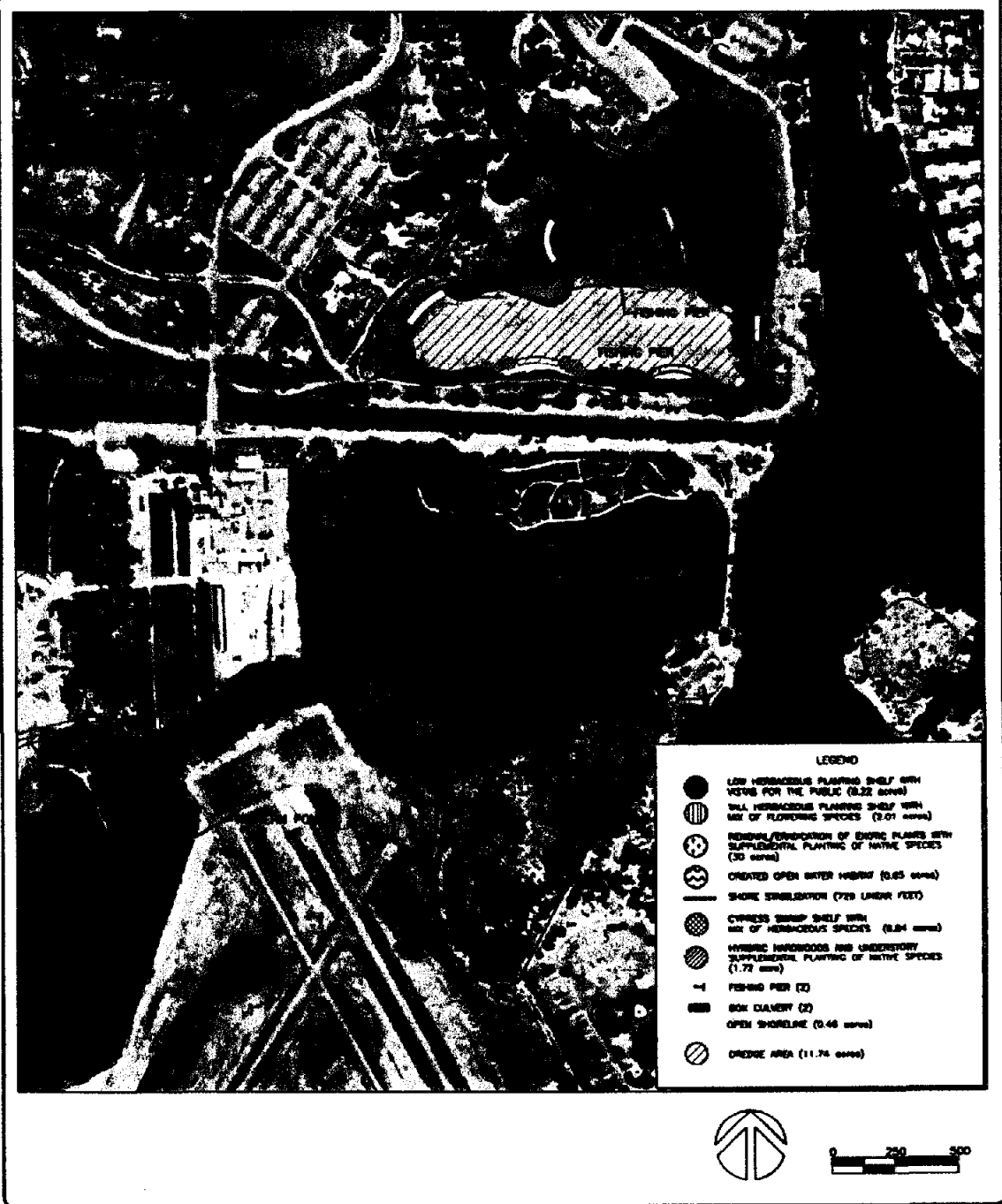
To enhance water management and improve water flow and water quality, the culverts on the southwest corner connecting Square Lake to the L14 canal will be plugged with plans to replace the clogged culverts on the southeast corner connecting to Lake Osborne with a larger box culvert. Boat wakes are not expected to be a problem since it is anticipated that gas engine boats will not be allowed within the oxbow or the lake. This restoration should create approximately 8.48 acres of vegetated wetlands and enhance approximately 6.8 acres of existing mixed wetland habitat and 11.74 acres of open water habitat available for aquatic macrophyte colonization.

This restoration project should create approximately 9.21 acres of wetland habitat available for aquatic macrophyte colonization, restore approximately 23.41 acres of vegetated mixed wetlands, and create 0.65 acres of open water habitat.

Florida Fish & Wildlife Conservation Commission funds will be used for dredging of muck sediments, disposal of dredge material, dewatering, revegetation, and creation of littoral shelf and channel habitat.

ATTACHMENT B

PROJECT MAP



Date:	Project: HABITAT RESTORATION MASTER PLAN FOR LAKE OCHOQUIE	Date:	Title: 10100	Author:	By:	Scale:	 PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 5000 SOUTHWEST ROAD, SUITE 500 WEST PALM BEACH, FLORIDA (561) 838-5000
Page No.:	STATE LAW/ENVIRONMENTAL RESOURCE						

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ATTACHMENT C

Square Lake / E. Slough Wetland Restoration Plan Unit Cost Estimate

DESCRIPTION	WETLAND RESTORATION	UNIT	FUNDING SOURCES		TOTALS
	QUANTITY		AVAILABLE	FWC	
			FUNDING		
PHASE I: PLANNING/DESIGN					
Survey Work	N/A	N/A	\$20,300		\$20,300
Sediment Work	N/A	N/A	\$1,000		\$1,000
Design/Plan/Permitting/Bid	N/A	N/A	\$75,000		\$75,000
Phase I Totals			\$96,300		\$96,300
PHASE II: CONSTRUCTION					
**Mobilization/Demobilizaion	Lump Sum	N/A	40,000		\$40,000
Dewater Lake & Alum Treatment	Lump Sum	N/A	\$60,000	\$15,000	\$75,000
Turbidity Screen	Lump Sum	N/A	\$15,000		\$15,000
Vegetation Removal					
Clearing & chipping	1.68	acre	\$20,160		\$20,160
Selective clearing & chipping	4.01	acre	\$48,120		\$48,120
Exotic Treatment	30	acre	\$105,000		\$105,000
Wetland Construction					
Dredge muck sediments	35,000	cy	\$210,000	\$210,000	\$420,000
Dispose dredged material	35,000	cy	\$35,000	\$35,000	\$70,000
Excavation/Create litt. shlvs	32,395	cy	\$125,000	\$69,370	\$194,370
Excavation/Create channels	7,333	cy	\$22,000	\$22,000	\$44,000
Excavation/Create bird island	5,410	cy	\$32,460		\$32,460
Trucking & spoil removal	45,138	cy	\$90,276		\$90,276
Wetland plants	16.21	acre	\$145,890	\$48,630	\$194,520
Trees	1.55	acre	\$38,750		\$38,750
Infrastructure					
Shoreline armoring	910	lineal ft.	\$109,200		\$109,200
Box Culvert Bridge	2	each	\$170,000		\$170,000
Fishing Docks	2	each	\$100,000		\$100,000
Restoration Allowance	Lump Sum	N/A	\$10,000		\$10,000
Project Management (5%)			\$90,335		\$90,335
Contingency (10%)			\$180,671		\$180,671
Phase II Totals			\$1,847,862	\$400,000	\$2,047,862
PHASE III: MAINTENANCE					
Maintenance (first year)			\$25,500		\$25,500
Monitoring (first year)			\$13,500		\$13,500
Phase III Totals			\$39,000		\$39,000
Totals			\$1,783,162	\$400,000	\$2,183,162

*Costs based on individual projects; costs could be reduced if projects are combined

ATTACHMENT D

Comptroller Contract Payment Requirements
Department of Financial Services, Bureau of Accounting and Auditing
Voucher Processing Handbook (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

ATTACHMENT E

REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

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 Commission 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 Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff 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 Comptroller 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.

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 resources awarded through the Commission 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 Commission. 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 OMB Circular A-133, as revised, will meet the requirements of this part.

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.

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).

PART II: STATE FUNDED

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

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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 Executive Office of the Governor and the Comptroller; 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 Commission 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 Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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).

PART III: OTHER AUDIT REQUIREMENTS

PART IV: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement 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:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

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

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

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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 Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

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

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission 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.

Contact the Commission's Audit Director by phone at (850) 488-6068.

PART V: RECORD RETENTION

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

EXHIBIT - 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

State Agency: Florida Fish and Wildlife Conservation Commission
Federal Agency: XXX
Federal Program: XXX
CFDA No.: XXX
Recipient: XXX
Amount: \$XX

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program:
List applicable compliance requirements as follows:

First applicable compliance requirement (e.g., what services/purposes resources must be used for).

2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).

3. Etc.

(NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to. DELETE THIS NOTE.)

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

State Agency: Florida Fish and Wildlife Conservation Commission
Federal Agency: XXX
Federal Program: XXX
CFDA No.: XXX
Recipient: XXX
Amount: \$XX

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Agency: Florida Fish and Wildlife Conservation Commission
State Program: Lake Restoration
CSFA No.: 77.016
Recipient: Palm Beach County
Amount: \$400,000.00

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COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

2007 - 1137

BGEX - 06010700000000001748

BGRV - 06010700000000000571

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
FUND 3900, Capital Outlay

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED 6/1/2007	REMAINING BALANCE
<u>REVENUES</u>							
<u>Freshwater Lake Improv. Plan</u>							
381-M050 3403 State Grant Cap - Physical Env	0	0	400,000	0	400,000		
TOTAL RECEIPTS & BALANCES	38,521,780	40,503,358	400,000	0	40,903,358		
<u>EXPENDITURES</u>							
<u>Freshwater Lake Improv. Plan</u>							
381-M050 6504 Iotb non infrastructure	800,000	800,000	400,000	0	1,200,000	2,848	1,197,152
TOTAL APPROPRIATIONS & EXPENDITURES	38,521,780	40,503,358	400,000	0	40,903,358		

Environmental Resources
Management

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

Signatures & Dates

Richard E. Walley
Jim [unclear] 6-22-07
6/21/07
6/22/07

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

July 10, 2007

Deputy Clerk to the
Board of County Commissioners

ATT. 43