

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# 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:

There is no fiscal impact until a construction contract is signed. Potential fiscal impact to the County is \$5,630,687. The State share of this project's costs would be allocated to the County on a reimbursement basis. Project costs will not be known until construction bids are opened and a contractor is selected. When the construction contract is brought before the Board, a Budget Amendment and Budget Transfer will be prepared for Board approval with the same agenda item. County funding for the match will come primarily from the South Lake Worth Inlet Fund.

C. Department Fiscal Review:

[Handwritten signature]

III. REVIEW COMMENTS

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

[Handwritten signature] 12-26-07
 OFMB *[Handwritten initials]* 12-20-07
[Handwritten signature] 12/21/07
[Handwritten signature] 12/27/07
 Contract Development and Control *[Handwritten signature]* 12/27/07

B. Legal Sufficiency:

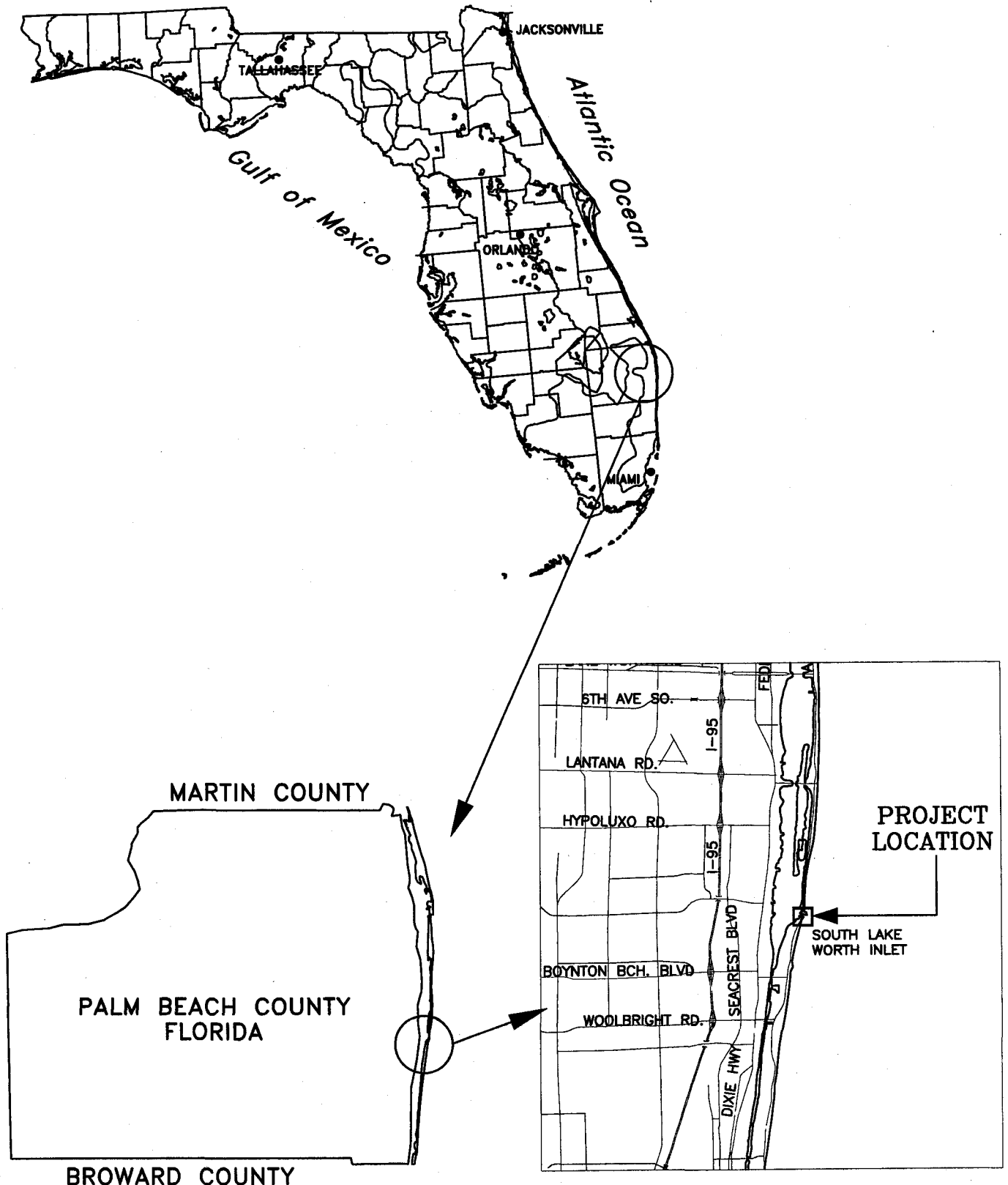
This amendment complies with our review requirements.

[Handwritten signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

SOUTH LAKE WORTH INLET SAND TRANSFER PLANT CONSTRUCTION LOCATION MAP



Attachment 2

AMENDMENT No: 5
DEP AGREEMENT No: 99PB1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
SOUTH LAKE WORTH IMP IMPLEMENTATION

THIS AGREEMENT entered into on the 13th day of January, 2000, and amended on the 2nd day of April, 2001, and on the 4th day of June, 2002, and on the 17th day of December, 2002, and on 20th day of May, 2003, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and PALM BEACH COUNTY (hereinafter referred to as the "LOCAL SPONSOR"), is hereby amended as follows:

- Paragraphs 2, 6, 7, and 13 are hereby revised to read as follows:
2. This Agreement shall begin on the last date executed and end on December 31, 2009. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this project by the LOCAL SPONSOR or its subcontractor beginning on or after date of execution, may be eligible for cost sharing by the DEPARTMENT.
 6. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task#	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
1.0	Design and Permitting	\$0	\$125,000	\$125,000	\$250,000
2.0	Construction				
2.1	Interior Sand Trap Dredging	\$0	\$445,375	\$445,375	\$890,750
2.2	Sand-Transfer-Plant-Reconstruction	\$0	\$5,010,312	\$5,010,312	\$10,020,624
3.0	Monitoring	\$0	\$50,000	\$50,000	\$100,000
	TOTAL PROJECT COSTS	\$0	\$5,630,687	\$5,630,687	\$11,261,374

7. The DEPARTMENT has determined that 100 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$5,630,687 for this PROJECT or up to 50 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.
13. As consideration for the eligible work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with Attachment B-3 (Contract Payment Requirements), attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as Attachment C-3 (Request For Payment, PARTS I – III), attached hereto and made a part hereof. These forms may be submitted on a

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quarterly basis. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31; the request shall be submitted no later than thirty (30) days following the completion date of the quarterly reporting period of each year in which the project is underway. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. In such cases where no reimbursement is sought for a given quarter, all applicable portions of Part III of Attachment C-3, Project Progress Report must be completed and submitted.

- All references to Attachment(s) A-2, B-2 and C-2, respectively, are hereby deleted and replaced with references to Attachment(s) A-3, B-3 and C-3.
- Attachment(s) A-2, B-2 and C-2 are hereby deleted in their entirety.
- Attachment(s) A-3, B-3 and C-3 as attached hereto are hereby added to the Agreement.
- Exhibit 1 (Revised) to Attachment E-2 is hereby deleted in its entirety and replaced with Exhibit 1B, attached hereto and made a part hereof.

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ATTACHMENT A-3

PROJECT WORK PLAN

SOUTH LAKE WORTH IMP IMPLEMENTATION

The PROJECT consists of implementation of the South Lake Worth Inlet Management Plan that includes measures to mitigate the impacts of the Inlet. The plan recommends bypassing beach compatible dredge material to downdrift beaches within the area of inlet influence (R152-R164), expanding the existing sand trap to facilitate bypassing, maintenance of the sand transfer plant, and the implementation of a comprehensive monitoring program. The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department of Environmental Protection permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the Department's Regional Data Collection and Processing Plan and Geographic Information System Plan, unless otherwise specified in the approved Scope of Work (hereinafter referred to as SOW) for an eligible PROJECT item. These plans may be found at <http://www.dep.state.fl.us/beaches/>. Three (3) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Task No: Eligible Project Item:

1.0 Design and Permitting

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

2.0 Construction

Work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

3.0 Monitoring

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities associated with current shoreline stabilization projects

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ATTACHMENT B-3

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005) *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.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of Florida Accounting Information Resource (FLAIR) reports or other detailed reports.

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 that 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 that 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.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

ATTACHMENT C-3

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: SOUTH LAKE WORTH IMP IMPLEMENTATION

Grantee: PALM BEACH COUNTY

DEP Contract Number: 99PB1

Billing Number: _____

Billing Period: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____
*if applicable			
Cost Summary:			
State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Advance Pay	\$ _____	Less Advance Pay	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal Systems approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

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**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II**

REIMBURSEMENT DETAIL

Name of Project:					Billing#	Billing Period:	DEP CONTRACT NUMBER		Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)		
Grantee:											
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)	SOW/BID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BBCS Project Manager (5,6)	Changes per BBCS Accountant (5,6)	Approved Eligible Cost (5)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Totals for all items on page:											
Item #	Notes and invoice adjustment explanations per item # (5)										
Certification: I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.											
Name/Signature of Project Administrator						Date					
Name/Signature of Project Financial Officer						Date					
Form Instructions:											
(1) Grantee: enter exact amount of check or debit.											
(2) Grantee: enter the subtask ID# from the Eligible Project Item table of the DEP Grant.											
(3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Grantee: Insert this tracking number when applicable.											
(4) Grantee: insert only the amount of vender payment that is assumed to be eligible for DEP cost share.											
(5) Grantee: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the contract and in accordance with state rule.											
(6) DEP staff: Enter the total amount of line item increase or decrease; if the adjustment is a decrease, precede the amount with the "-" (minus) sign.											

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**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**REQUEST FOR PAYMENT - PART III
PROJECT PROGRESS REPORT**

Name of Project: SOUTH LAKE WORTH IMP IMPLEMENTATION

Grantee: PALM BEACH COUNTY

DEP Agreement Number: 99PB1

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task Eligible Project
No: Item:

1.0 DESIGN AND PERMITTING

2.0 CONSTRUCTION

3.0 MONITORING

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EXHIBIT – 1B

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 or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue/GAA98/99 Line Item 1358	98-99	37.003	Beach Erosion Control Program	\$321,068	088061-99
Amendment No. 1	Ecosystem Management Trust Fund/GAA00/01- Line Item 1573A	00-01	37.003	Beach Erosion Control Program	\$571,432	088-061-01
Amendment No. 2	Ecosystem Management Trust Fund/GAA 01/02 – Line Item 1724	01-02	37.003	Beach Erosion Control Program	\$25,000	140126-02
Amendment No. 3	Ecosystem Management Trust Fund/GAA 02/03 – Line Item 1742	02-03	37.003	Beach Erosion Control Program	\$1,093,187	140126-03
Amendment No. 5	General Revenue/GAA 06/07 Line Item 1796	06-07	37.003	Beach Management Funding Assistance Program	\$3,620,000	140126

Total Award					\$5,630,687	
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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) [<https://apps.fldfs.com/fsaa/searchCatalog.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.

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Attachment 3

R2000 0082

DEP Contract No. 99PB1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF BEACHES AND COASTAL SYSTEMS
FLORIDA BEACH EROSION CONTROL PROGRAM

Project Agreement

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and Palm Beach County (hereinafter referred to as the "LOCAL SPONSOR") for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Chapter 161, Florida Statutes, provides financial assistance to eligible local governments for beach erosion control activities under the Florida Beach Erosion Control Program; and

WHEREAS, the LOCAL SPONSOR has the capabilities of performing the tasks associated with the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the South Lake Worth Inlet Management Plan Implementation Project, (hereafter referred to as the PROJECT), as defined as Exhibit "A", the Scope of Work, and the LOCAL SPONSOR does hereby agree to perform such services upon the terms and conditions set forth in this Agreement and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

3. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

4. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and future requisite authorizations and environmental permits. The PROJECT consists of the implementation of the South Lake Worth Inlet Management Plan that includes measures to mitigate the impacts of the Inlet. The plan is comprised of bypassing beach compatible dredge material to downdrift beaches within the area of inlet influence (R152-R164), expanding the existing sand trap to facilitate bypassing, and maintenance of the sand transfer plant. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT item, as specified below. Written authorization to initiate each item must be obtained from the DEPARTMENT prior to the initiation of said item.

5. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are:

Task #	Eligible PROJECT Items	ESTIMATED PROJECT COSTS		
		Local	State	Total
1.	Construction*			
1.1	Interior Sand Trap Dredging	\$276,119	\$276,119	\$552,238
1.2	Sand Transfer Plant-Reconstruction	\$44,949	\$44,949	\$89,898
Total		\$321,068	\$321,068	\$642,136

*Construction of a low-profile groin is not an eligible project item.

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6. The DEPARTMENT has determined that 100% of the PROJECT length is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$321,068 for this PROJECT or up to 50% of the non-federal PROJECT cost for the specific eligible PROJECT items listed above, whichever is less. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the above eligible PROJECT items listing are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items which exceed the estimated PROJECT costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated PROJECT costs shall be provided through amendments to this Agreement.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Funding for this PROJECT is subject to the release of funds appropriated to the DEPARTMENT for the fiscal year 1998-99. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained.

10. As consideration for the eligible work performed by the LOCAL SPONSOR, not cost shared by the Federal government, under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for contractual services rendered. The LOCAL SPONSOR will submit a request for reimbursement of funds on such forms as attached hereto in Exhibit "B", not more frequently than monthly. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Administrator and the LOCAL SPONSOR'S Project Financial Officer and submitted to the DEPARTMENT as a payment request. The DEPARTMENT'S Project Manager has 30 days after receipt of the billing to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the billing for payment. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible PROJECT item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement and the applicable Scope of Work for said item. All reimbursement requests shall be submitted in sufficient detail for a proper pre-audit and post-audit review. Reimbursement requests for payment to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the LOCAL SPONSOR. Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

11. Pursuant to Section 215.422, Florida Statutes, for work not cost shared by the Federal government, the DEPARTMENT'S Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the DEPARTMENT must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given fifteen (15) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a LOCAL SPONSOR for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a LOCAL SPONSOR is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.

12. In accordance with Section 215.422, Florida Statutes, the DEPARTMENT shall pay the LOCAL SPONSOR, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and

approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a LOCAL SPONSOR requests payment. The interest rate established pursuant to Section 55.03(1), by Comptroller's Memorandum No. 3 (1997-98) dated December 3, 1997, has been set at 10% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1997 for which the term of this Agreement is in effect can be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the DEPARTMENT'S Contracts Section at 850/922-5942

13. The LOCAL SPONSOR shall submit to the DEPARTMENT quarterly progress and financial reports for the duration of this Agreement. Reports shall be submitted on such forms as attached hereto in Exhibit "C" no later than January 15, April 15, July 15, and October 15, of each year in which the project is underway. Progress reports shall describe the work performed since the last report and the percent completion of the task. Financial reports shall be consistent with progress reports.

14. Upon completion of the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Exhibit "D". A final PROJECT certification inspection will be made by the DEPARTMENT within 60 days after the PROJECT is certified complete by the LOCAL SPONSOR.

15. This Agreement shall begin on the last date executed and end on January 15, 2003. Pursuant to Section 161.101 (15), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor beginning on or after the date executed, shall be eligible for cost sharing by the DEPARTMENT.

16. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth. The DEPARTMENT shall review and approve in writing all proposed subcontracts prior to the execution of the subcontract by the LOCAL SPONSOR and subcontractor.

17. The LOCAL SPONSOR shall have in place quality assurance procedures that insure that proper quality control measures are incorporated into all work performed under the terms of this Agreement. The DEPARTMENT shall review and approve in writing a quality assurance program prior to the initiation of the PROJECT.

18. The provisions of Chapter 62B-36, Florida Administrative Code, entitled Florida Beach Erosion Control Assistance Program, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

19. The DEPARTMENT's Project Manager is Jacqueline Thompson, or her successor.

20. 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.

21. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in Paragraph 22.

22. Any and all notices shall be delivered to the parties at the following

addresses:

LOCAL SPONSOR

Bob Clinger
Palm Beach County
Department of Environmental
Resources Management
3323 Belvedere Road Bld. 502
West Palm Beach, Florida 33406
(561) 233-2433

DEPARTMENT

Jacqueline Thompson
Department of Environmental
Protection
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd. MS 300
Tallahassee, Florida 32399-3000
(850) 487-1262 ext. 195

23. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under general law. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR 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 LOCAL SPONSOR in conjunction with this Agreement.

24. In accordance with Section 216.349, Florida Statutes (financial review of grants and aids appropriations), the LOCAL SPONSOR shall provide to the DEPARTMENT an audit of this Agreement in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes. The DEPARTMENT reserves the right to recover costs for failure to comply with Section 216.349, Florida Statutes. Copies of the required audit, shall be sent to each of the following within thirteen (13) months after completion of the LOCAL SPONSOR's fiscal year in which the Agreement was completed.

Jacqueline Thompson
Department of Environmental Protection
3900 Commonwealth Blvd., MS 300
Tallahassee, Florida 32399-3000

Audit Director
Department of Environmental Protection
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

Audit Manager
Office of the Auditor General
P.O. Box 1735
Tallahassee, Florida 32302

To ensure compliance with Section 216.349, Florida Statutes, Chapter 10.600, Rules of the Auditor General is provided as Exhibit "E". Although this document is provided as an attachment to this Agreement, the LOCAL SPONSOR acknowledges that this rule is subject to periodic revision by the Auditor General, and as such, the LOCAL SPONSOR agrees to comply with the effective version of the rule at the time of satisfying the audit requirements of this Agreement.

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

26. The LOCAL SPONSOR 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 three years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each

subcontractor to maintain and allow access to such records for audit purposes.

27. The LOCAL SPONSOR 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.

28. This Agreement 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 Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

29. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

30. The LOCAL SPONSOR 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 Agreement.

31. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

32. 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.

33. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the DEPARTMENT.

34. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

35. The LOCAL SPONSOR 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 LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.

36. The purchase of non-expendable equipment costing \$500 or more is not authorized under the terms and conditions of this Agreement. 17

37. 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, time, 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 order which causes an increase or decrease in the LOCAL SPONSOR's cost or time shall require an appropriate adjustment and modification (formal amendment) to this

Agreement.

38. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

39. 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 these presents to be duly executed, the day and year last written below.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY

DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Manda Ford Lee
Commission Chair*

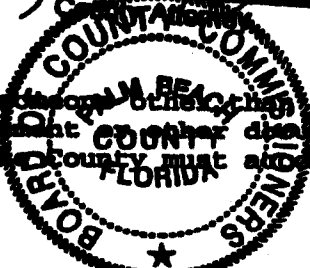
By: [Signature]
Secretary or designee

Date: JAN 11 2008
R2000 0082

Date: JAN 13, 2008
Jacqueline Thompson
Contract Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY COMMISSIONERS


[Signature]
DEP Attorney

*If a person other than the Commission Chair signs the project agreement, a resolution, statement or other documentation authorizing that person to sign the agreement on behalf of the county must accompany the agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DOROTHY H. WILKEN, CLERK
Board of County Commissioners
By: [Signature]
DEPUTY CLERK

18

DEP Contract No. 99PB1
Amendment No. 1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF BEACHES AND COASTAL SYSTEMS
FLORIDA BEACH EROSION CONTROL PROGRAM

R2001 0319 Project Agreement Amendment **FEB 27 2001**

THIS AGREEMENT as entered into the 13th day of January, 2000, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and Palm Beach County (hereinafter referred to as the "LOCAL SPONSOR") is hereby amended as follows:

--Paragraph(s) 5, 6, 7, 8, 19, 22, and 24, are hereby revised to read as follows:

5. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are:

Task #	Eligible PROJECT Items	ESTIMATED PROJECT COSTS		
		State	Local	Total
1.	Design	\$62,500	\$62,500	\$125,000
2.	Construction*			
2.1	Interior Sand Trap Dredging	\$367,500	\$367,500	\$735,000
2.2	Sand Transfer Plant-Reconstruction	\$437,500	\$437,500	\$875,000
3.	Monitoring	\$25,000	\$25,000	\$50,000
	TOTAL	\$892,500	\$892,500	\$1,785,000

*Construction of a low-profile groin is not an eligible project item.

6. The DEPARTMENT has determined that 100% of the PROJECT length is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$892,500 for this PROJECT or up to 50% of the non-federal PROJECT cost for the specific eligible PROJECT items listed above, whichever is less. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the above eligible PROJECT items listing are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items which exceed the estimated PROJECT costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated PROJECT costs shall be provided through amendments to this Agreement.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Funding for this PROJECT is subject to the release of funds appropriated to the DEPARTMENT for the fiscal year(s) 1998-1999 and 2000-2001. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained.

19. The DEPARTMENT's Project Manager for all technical matters is Jacqueline Thompson, and the Department's Contract Manager for all administrative matters is C. Tony Tucker, or their successor. All matters shall be directed to the appropriate persons for action or disposition.

22. Any and all notices shall be delivered to the parties at the following addresses:

19

LOCAL SPONSOR

Bob Clinger
Palm Beach County
Department of Environmental
Resources Management
3323 Belvedere Road - Bldg. 502
West Palm Beach, Florida 33406
(561) 233-2433

DEPARTMENT

C. Tony Tucker, Contract Manager
Department of Environmental Protection
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd., MS 300
Tallahassee, Florida 32399-3000
(850) 487-1262, ext. 192

24. In addition to the requirements of Paragraph 26 of this Agreement, the LOCAL SPONSOR shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and incorporated herein by reference. Exhibit 1 of Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment which authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Contract Manager to request a copy of the updated information.

--All references to Exhibit(s) A, B, C, and D are hereby deleted in their entirety and replaced with Attachment(s) A, B, C, and D, respectively, which are attached hereto and incorporated herein by reference.

--Exhibits A, B, C, D, and E, respectively, are hereby deleted from the Agreement.

--Attachments A, B, C, D and E are hereby added to the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY**

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: W. Newell

By: [Signature]
Secretary or designee

Warren H. Newell, Chairman

Date: Apr 2, 2001

Date: FEB 27 2001

R2001 0319

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

C. Jimmy Jumper
DEP Contract Manager

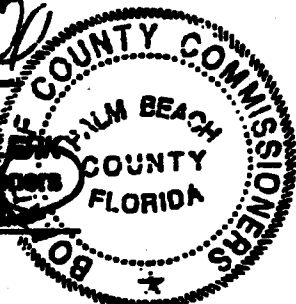
APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Attorney

[Signature]
DEP Attorney

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

[Signature]
DEPUTY CLERK



*If someone other than the Commission Chair signs the project agreement amendment, a resolution, statement or other documentation authorizing that person to sign the agreement on behalf of the County must accompany the agreement.

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Scope of Work (2 pages)
Attachment	B	Payment Request Forms (2 pages)
Attachment	C	Progress and Financial Reporting Forms (2 pages)
Attachment	D	Project Completion Certification (1 page)
Attachment	E	Special Audit Requirements (5 pages)

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21

DEP Contract No. 99PB1
 Amendment No. 2
 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 OFFICE OF BEACHES AND COASTAL SYSTEMS
 FLORIDA BEACH EROSION CONTROL PROGRAM

Project Agreement Amendment

THIS AGREEMENT as entered into the 13th day of January, 2000, and amended on the 2nd day of April 2001 between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and Palm Beach County (hereinafter referred to as the "LOCAL SPONSOR") is hereby amended as follows:

--Paragraph(s) 5 and 6 are hereby revised to read as follows:

5. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are:

Task #	Eligible PROJECT Items	ESTIMATED PROJECT COSTS		
		State	Local	Total
1.0	Design	\$62,500	\$62,500	\$125,000
2.0	Construction*			
2.1	Interior Sand Trap Dredging	\$367,500	\$367,500	\$735,000
2.2	Sand Transfer Plant- Reconstruction	\$437,500	\$437,500	\$875,000
3.0	Monitoring	\$50,000	\$50,000	\$100,000
	TOTAL	\$917,500	\$917,500	\$1,835,000

*Construction of a low-profile groin is not an eligible project item.

6. The DEPARTMENT has determined that 100% of the PROJECT length is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$917,500 for this PROJECT or up to 50% of the non-federal PROJECT cost for the specific eligible PROJECT items listed above, whichever is less. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the above eligible PROJECT items listing are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items which exceed the estimated PROJECT costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated PROJECT costs shall be provided through amendments to this Agreement.

--Paragraph No. 40 is hereby added to the agreement as follows:

40. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this PROJECT Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally and shall, within seven (7) calendar days, notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, time for performance under this PROJECT Agreement may be extended, at the discretion of the DEPARTMENT, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this PROJECT Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

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--All references to Attachment(s) B and C, are hereby deleted in their entirety and replaced with Attachment(s) B-1 and C-1, respectively, which are attached hereto and incorporated herein by reference.

--Attachments B and C, respectively, are hereby deleted from the Agreement.

--Attachments B-1 and C-1, are hereby added to the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

R2002 0915

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature] JUN 8 4 2002
Commission-Chair
Warren H. Newell, Chairman
Date: _____

By: [Signature]
Secretary or designee
Date: April 16, 2002

[Signature] 5/13/02
APPROVED AS TO TERMS
AND CONDITIONS.
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
DEP Contract Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY ATTORNEY

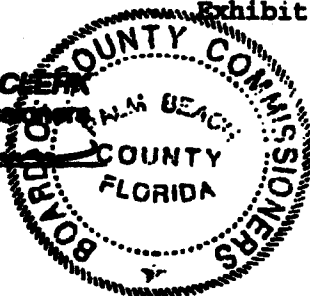
[Signature]
DEP Attorney

*If someone other than the Commission Chair signs the project agreement amendment, a resolution, statement or other documentation authorizing that person to sign the agreement on behalf of the County must accompany the agreement.

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	B-1	Payment Request Forms (2 pages)
Attachment	C-1	Progress and Financial Reporting Forms (2 pages)
Attachment	E	Exhibit 1 (Revised), Page 5 of 5 (1 page)

DOROTHY H. WILKEN, CLERK
Board of County Commissioners
by [Signature]
DEPUTY CLERK



DEP AGREEMENT No: 99PB1
AMENDMENT No: 3

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND WETLAND RESOURCES
BEACH EROSION CONTROL PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
SOUTH LAKE WORTH INLET MANAGEMENT PLAN IMPLEMENTATION

Project Agreement Amendment

THIS AGREEMENT is entered into on the 13th day of January, 2000, and amended on the 2nd day of April, 2001, and on the 4th day of June, 2002, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 3323 Belvedere Road - Building 502, West Palm Beach, Florida 33406, a local government, (hereinafter referred to as the "LOCAL SPONSOR") for the project described herein is hereby amended as follows:

- Paragraph Nos. 1-40 are hereby deleted in their entirety and replaced with the following:
1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the South Lake Worth Inlet Management Plan Implementation, (hereafter referred to as the PROJECT), as defined in Attachment A-2 (Project Work Plan), attached hereto and incorporated herein by reference, and the LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, 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" are used interchangeably, and also the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
 2. This Agreement shall begin on the last date executed and end on February 28, 2008. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor beginning on or after the effective date of this Agreement, shall be eligible for cost sharing by the DEPARTMENT.
 3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to the release of funds appropriated to the DEPARTMENT.

5. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and future requisite authorizations and environmental permits. The PROJECT consists of the implementation of the South Lake Worth Inlet Management Plan that includes measures to mitigate the impacts of the Inlet. The plan recommends bypassing beach compatible dredge material to downdrift beaches within the area of inlet influence, expanding the existing sand trap to facilitate bypassing, reconstruction of the sand transfer plant, extension of the discharge pipeline, and the implementation of a comprehensive monitoring program. The life of the project is defined as ten (10) years.

The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT item, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work shall include a narrative description of each task, a corresponding detailed budget and a project schedule. Written authorization to initiate each eligible project item must be obtained from the DEPARTMENT prior to the initiation of said item.

6. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

Table 1

Task #	Eligible PROJECT Items	ESTIMATED PROJECT COSTS		
		State	Local	Total
1.0	Design and Permitting	\$62,500	\$62,500	\$125,000
2.0	Construction*			
2.1	Interior Sand Trap Dredging	\$367,500	\$367,500	\$735,000
2.2	Sand Transfer Plant-Reconstruction	\$437,500	\$437,500	\$875,000
3.0	Monitoring	\$50,000	\$50,000	\$100,000
	TOTAL PROJECT COSTS	\$917,500	\$917,500	\$1,835,000

*Construction of a low-profile groin is not an eligible project item

7. The DEPARTMENT has determined that 100 percent of the PROJECT length is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$917,500 for this PROJECT or up to 50 percent of the non-federal PROJECT cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands managed by the DEPARTMENT's Division of Recreation and Parks, that no cost share shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items which exceed the estimated PROJECT costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shall be provided through formal amendment to this Agreement.
8. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
9. Paragraph intentionally left blank.
10. Paragraph intentionally left blank.

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11. As consideration for the eligible work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with Attachment B-2 (Comptroller's Contract Payment Requirements), attached hereto and made a part hereof, and state guidelines for eligible costs found in the State Comptroller's Voucher Processing Handbook at (<http://www.dbf.state.fl.us/aadir/mainindex.html>). The LOCAL SPONSOR will submit a request for reimbursement of funds on the forms provided as Attachment C-2 (Request For Payment, PARTS I - IV), attached hereto and made a part hereof, on a quarterly basis. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31; the request shall be submitted no later than thirty (30) days following the completion date of the quarterly reporting period, of each year in which the project is underway. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Administrator and the LOCAL SPONSOR'S Project Financial Officer and submitted to the DEPARTMENT as a payment request. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained.
12. The DEPARTMENT'S Project Manager shall have thirty (30) days after receipt of each billing to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the billing for payment. It is understood and agreed that any request for reimbursement that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT'S review period and the clock will not resume until such information is received as requested by the DEPARTMENT. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible PROJECT item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement and the applicable Scope of Work for said item. 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. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, 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.
13. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT'S Project Manager quarterly project progress reports as updates to a project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period. Schedules shall be submitted electronically in an .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included: tasks to be completed, start and finish dates, task duration, actual start and finish dates with actual task duration.
14. Upon completion of the PROJECT the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Attachment D-2 (Project Completion Certification).

The DEPARTMENT reserves the right to release retainage withheld, at the request of the LOCAL SPONSOR, or at the DEPARTMENT'S convenience, for a completed eligible PROJECT item task during the term of this Agreement. A completed Project Completion Certification must accompany the payment request that identifies the eligible project items completed for which release of retained funds is requested by the LOCAL SPONSOR.

15. Pursuant to Chapter 161.101(17), Florida Statutes, the LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.
16. The applicable provisions of Chapter 161, Florida Statutes, entitled Beach and Shore Preservation, and any rules promulgated therefrom, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
17. The LOCAL SPONSOR's Project Manager for all matters is Bob Clinger, Phone: 561/233-2433. The DEPARTMENT's Project Manager for all technical matters is Jackie Thompson, Phone: 850/487-1262, ext. 195 and the DEPARTMENT's Grant Program Administrator for all administrative matters is C. Tony Tucker, Phone: 850/487-1262, ext. 192, or their successor(s). All matters shall be directed to the appropriate persons for action or disposition.
18. 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.
19. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.
20. Any and all notices shall be delivered to the parties at the following addresses:

LOCAL SPONSOR

Bob Clinger
Palm Beach County
Department of Environmental
Resource Management
3323 Belvedere Road – Bldg. 502
West Palm Beach, Florida 33406
(561) 233-2433

DEPARTMENT

C. Tony Tucker, Grant Program Administrator
Department of Environmental Protection
Bureau of Beaches and Wetland Resources
3900 Commonwealth Blvd., MS 300
Tallahassee, Florida 32399-3000
(850) 487-1262, extension 192

21. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR 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.
22. The LOCAL SPONSOR 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 three years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

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23. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in Attachment E-2 (Special Audit Requirements), attached hereto and incorporated herein by reference. Exhibit 1 summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment E-2. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment which authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Manager to request a copy of the updated information. The LOCAL SPONSOR is hereby noticed that the Florida Single Audit Act and Special Audit Requirements may further apply to subcontracts and lower tier transactions that may result pursuant to this Agreement. The LOCAL SPONSOR may confer with its chief financial officer, audit director or contact the state officials identified under Part II of Attachment E-2 for assistance with questions pertaining to the applicability of these requirements.
24. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
25. The LOCAL SPONSOR 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.
26. This Agreement 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 Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
27. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
28. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Worker's 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 Worker's Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
29. The LOCAL SPONSOR 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 Agreement.
30. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
31. 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.
- C. The DEPARTMENT 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.

32. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the solicitation from which an intended subcontractor was selected. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents, including the solicitation and responses thereto, the bid tabulations and the resulting contract(s) including a detailed scope of work.

33. The LOCAL SPONSOR 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 LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.
34. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
35. 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, time, 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 order which causes an increase or decrease in the LOCAL SPONSOR's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Agreement.
36. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.

37. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this PROJECT Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally and shall, within seven (7) calendar days, notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, time for performance under this PROJECT Agreement may be extended, at the discretion of the DEPARTMENT, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this PROJECT Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
38. 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.
- Attachments A, B-1, C-1, D and E are hereby deleted in their entirety.
 - Attachments A-2, B-2, C-2, D-2, and E-2 are hereby added to the Agreement, as attached hereto and incorporated herein by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature] DEC 17 2002
Title: Wanda H. Newell, Chair
Karen T. Marcus, Chair*

By: [Signature]
Secretary or designee

Date: _____

Date: November 14, 2002

FEID No. 59-6000074285

[Signature]
APPROVED AS TO TERMS AND CONDITIONS.

[Signature]
DEP Grant Program Administrator

APPROVED as to form and legality:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

[Signature]
DEP Attorney

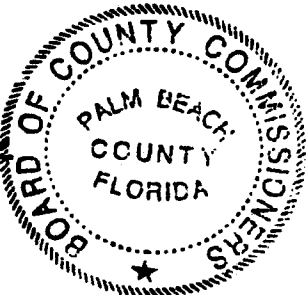
R2002 2278

*If someone other than the Commission Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Project Work Plan (1 page)
Attachment	B-2	Comptroller's Contract Payment Requirements (1 page)
Attachment	C-2	Request For Payment (4 pages)
Attachment	D-2	Project Completion Certification (1 page)
Attachment	E-2	Special Audit Requirements (5 pages)

DOROTHY H. WILKEN, CLERK
Board of County Commissioners
By: [Signature]
DEPUTY CLERK



ATTACHMENT A-2 .

PROJECT WORK PLAN

SOUTH LAKE WORTH INLET MANAGEMENT PLAN

The PROJECT consists of implementation of the South Lake Worth Inlet Management Plan that includes measures to mitigate the impacts of the Inlet. The plan recommends bypassing beach compatible dredge material to downdrift beaches within the area of inlet influence (R152-R164), expanding the existing sand trap to facilitate bypassing, maintenance of the sand transfer plant, and the implementation of a comprehensive monitoring program. The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEP permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the Department's Regional Data Collection and Processing Plan and Geographic Information System Plan, unless otherwise specified in the approved Scope of Work for an eligible PROJECT item. These plans may be found at <http://www.dep.state.fl.us/beaches/>. Three (3) originals on all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Task No: Eligible Project Item:

1.0 Design and Permitting

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

2.0 Construction

Work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. In addition, the plan recommends bypassing beach compatible dredge material to downdrift beaches within the area of inlet influence, expanding the existing sand trap to facilitate bypassing, reconstruction of the sand transfer plant, extension of the discharge pipeline, and the implementation of a comprehensive monitoring program. Construction shall be conducted in accordance with any and all permits issued by the Department.

3.0 Monitoring

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the project area and with the Department's Regional Coastal Monitoring Program.

ATTACHMENT B-2

Comptroller Contract Payment Requirements
Department of Banking and Finance, Bureau of Auditing Manual (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.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

ATTACHMENT C-2

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH EROSION CONTROL PROGRAM**

**REQUEST FOR PAYMENT - PART I
PAYMENT SUMMARY**

Name of Project: South Lake Worth Inlet Management Plan Implementation

Grantee: Palm Beach County

DEP Contract Number: 99PB1

Billing Number: _____

Billing Period: _____
Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____ *if applicable	\$ _____	\$ _____	\$ _____

Cost Summary:

State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Wetland Resources approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM

REQUEST FOR PAYMENT - PART III
PROJECT PROGRESS REPORT

Name of Project: South Lake Worth Inlet Management Plan Implementation

Grantee: Palm Beach County

DEP Agreement Number: 99PB1

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task Eligible Project
No: Item:

1.0 DESIGN AND PERMITTING

2.0 CONSTRUCTION

3.0 MONITORING

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM**

**REQUEST FOR PAYMENT - PART IV
PROJECT FINANCIAL REPORT**

Name of Project: South Lake Worth Inlet Management Plan Implementation

Grantee: Palm Beach County

DEP Contract Number: 99PB1

Report Period: _____

Project Expenditures

<u>Task No.</u>	<u>Eligible Project Items</u>	<u>Costs Incurred This Report Period</u>	<u>Costs Incurred to Date</u>	<u>Total Funds Obligated</u>
1.0	<u>Design & Permitting</u>	\$	\$	\$125,000
2.0	<u>Construction</u>			
2.1	Interior Sand Trap Dredging	\$	\$	\$735,000
2.2	Sand Transfer Plant-Reconstruction	\$	\$	\$875,000
3.0	<u>Monitoring</u>	\$	\$	\$100,000
	TOTAL			\$1,835,000

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AMENDMENT No: 4
DEP AGREEMENT No: 99PB1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND WETLAND RESOURCES
BEACH EROSION CONTROL PROGRAM
STATE OF FLORIDA
AMENDMENT TO GRANT AGREEMENT FOR
South Lake Worth Inlet Management Plan IMP

THIS AGREEMENT as entered into on the 13th day of January, 2000, and amended on the 2nd day of April, 2001, and on the 4th day of June, 2002, and on the 17th day of December, 2002, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and the Palm Beach County, whose address is 3323 Belvedere Rd. Bldg. 502, West Palm Beach, FL 33406, a local government, (hereinafter referred to as the "LOCAL SPONSOR") is hereby amended as follows:

- Paragraphs 6 and 7 are hereby revised to read as follows:
6. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

Table 1

Task #	Eligible PROJECT Items	ESTIMATED PROJECT COSTS			
		Federal	State	Local	Total
1.0	Design and Permitting	\$0	\$125,000	\$125,000	\$250,000
2.0	Construction*				
2.1	Interior Sand Trap Dredging	\$0	\$445,375	\$445,375	\$890,750
2.2	Sand Transfer Plant-Reconstruction	\$0	\$1,390,312	\$1,390,312	\$2,780,624
3.0	Monitoring	\$0	\$50,000	\$50,000	\$100,000
	TOTAL PROJECT COSTS	\$0	\$2,010,687	\$2,010,687	\$4,021,374

*Construction of a low-profile groin is not an eligible project item.

7. The DEPARTMENT has determined that 100 percent of the PROJECT length is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$2,010,687 for this PROJECT or up to 50 percent of the non-federal PROJECT cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items which exceed the estimated PROJECT costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shall be provided through formal amendment to this Agreement.
- All references to Attachment C-2 respectively, are hereby replaced with references to Attachment C-2 (Revised).
 - Attachment C-2 is hereby deleted in its entirety and replaced with Attachment C-2 (Revised), (attached hereto and made a part hereof), which is hereby added to the Agreement.

