

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 16, 2008

(X) 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 approve:

A) Amendment No. 3 to the State of Florida Agreement No. LP6046 with the Florida Department of Environmental Protection (FDEP) R2006-0583 to extend the Agreement twelve (12) months to June 30, 2011 and to increase reimbursement from \$6,500,000 to \$7,000,000 which includes three (3) sub-projects under the Lake Worth Lagoon Partnership Grant Program;

B) Budget Amendment of \$500,000 in the Lake Worth Lagoon Partnership Fund to recognize the grant revenue for the sub-projects and includes a transfer from Manatee Protection to establish a South Cove Restoration project account; and

C) Budget Transfer of \$35,000 in the General Fund to budget for the charge off of Grant Administration to the Lake Worth Lagoon Partnership Fund which will offset ad valorem funded salaries.

Summary: The FDEP Agreement will reimburse \$500,000 and requires a \$500,000 cost share through a combination of match and in-kind funds. Matching funds are available from Vessel Registration fees and the County's Manatee Protection program. The 2008–2009 Legislative appropriations include three (3) sub-projects that address the environmental restoration of the Lake Worth Lagoon. These sub-projects are South Cove Restoration Phase II (\$415,000), Lake Worth Lagoon Monitoring (\$50,000), and Grant Administration (\$35,000). This Agreement is part of the State Legislature's disbursement of funds for restoring and protecting surface waters of the State. The funds are being allocated and managed under the Lake Worth Lagoon Partnership Grant Program, Countywide (SF)

Background and Justification: Since 1998, the State Legislature has supported the restoration and enhancement of the Lake Worth Lagoon by appropriating a total of \$17 million for the Lake Worth Lagoon Partnership Grant Program. On April 4, 2006 (R2006-0583), the Board of County Commissioners (BCC) approved Agreement No. LP6046 with the FDEP for the Lake Worth Lagoon Partnership Grant Program. The agreement has been amended two times for extensions and additional funding on October 17, 2006 (R2006-2257) and on December 18, 2007 (R2007-2279). The County acts as the grant administrator and facilitates a “Request for Proposals” process to solicit projects from local sponsors.

Attachments:

1. Amendment No. 3
2. Amendment No. 2
3. Amendment No. 1
4. Grant Agreement No. LP6046
5. Budget Amendment (1229)

Recommended by:

Department Director

Date _____

Approved by:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$330,000	_____	_____	_____	_____
Operating Costs	\$ 70,000	_____	_____	_____	_____
External Revenues	(\$200,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	(\$35,000)	_____	_____	_____	_____
NET FISCAL IMPACT	\$165,000	_____	_____	_____	_____
# 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:

FDEP Grant #LP6077 Amendment No. 3	\$200,000
Palm Beach County Parks & Recreation \$25M Bond (3020)	\$165,000
In-Kind	<u>\$ 35,000</u>
	\$200,000

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

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

John D. Smith 12/5/08
OFMB *12/4/08* *12/02/08*

Dr. J. Jones 12/5/08
Contract Development and Control
Dr. Jones 12/5/08

B. Legal Sufficiency:

Mark T. T.
Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

Richard L. Williams
Department Director

Background and Justification: On April 4, 2006, the Board of County Commissioners executed the State of Florida Agreement LP6077 (R2006-0579) which provided \$800,000 for the 80-acre John Prince Park/Square Lake Restoration Project. Amendment No. 1 (R2007-0531) to this Agreement was executed on April 10, 2007 to increase the total funding amount to \$2,050,000. Amendment No. 2 (R2008-0783) was executed on May 6, 2008 to increase the total funding amount to \$2,800,000 and extend the Agreement period to December 31, 2010. Amendment No. 3 increases the funding amount to \$3,000,000.

Since 2005, the State Legislature has supported the restoration and enhancement of the Chain of Lakes by appropriating \$2,800,000 for the Chain of Lakes Partnership Grant Program. The County acts as the grant administrator and facilitates a "Request for Proposals" process to solicit projects from local sponsors.

The Board of County Commissioners approved the *State of the Lakes* Plan for enhancement and management of the freshwater lakes on January 13, 1998. A qualified project is deemed to be a construction project designed to have measurable improvement to the Chain of Lakes. The project includes construction of potable water, sanitary sewer and electrical distribution systems with water, sewer and electric pedestals for RV campsites; and will connect the Manger's residence and a main restroom with eight showers to the City of Lake Worth's municipal sanitary system, and in the process will eliminate two existing septic tanks.

Matching grant funds include \$165,000 from the Palm Beach County Park's \$25M Bond Fund 05.

Attachment 1

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6046
PALM BEACH COUNTY
AMENDMENT NO. 3
PURSUANT TO LINE ITEM 1717A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT,
LINE ITEM 1821 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT, AND
LINE ITEM 1859 OF THE 2007-2008 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT as entered into the 27th day of April, 2006, and amended on the 20th day of November, 2006, and the 13th day of January, 2008, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and PALM BEACH COUNTY (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, additional funding in the amount of \$500,000 is available to continue Lake Worth Lagoon Restoration in the PALM BEACH COUNTY; and,

WHEREAS, the Department believes that it is essential to allow for the continuation of these services through June 30, 2011; and,

WHEREAS, the Grantee has requested an extension of the term of the Agreement in order to complete the project as planned; and,

WHEREAS, it has been determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, the Grantee understands that certification forward of State Fiscal Year 2005-2006, State Fiscal Year 2006-2007 and State Fiscal Year 2007-2008 funds supporting this Amendment beyond June 30th of each year is subject to the approval of the Governor's Office; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. The title of the Agreement is hereby revised to read as follows:

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6046
PALM BEACH COUNTY
AMENDMENT NO. 3
PURSUANT TO LINE ITEM 1717A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT,
LINE ITEM 1821 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT,
LINE ITEM 1859 OF THE 2007-2008 GENERAL APPROPRIATIONS ACT, AND
LINE ITEM 1772C OF THE 2008-2009 GENERAL APPROPRIATIONS ACT**

2. Section 2. is hereby revised to change the completion date of the Agreement from June 30, 2010 to June 30, 2011, and to include the following language as a separate paragraph.

The Grantee understands and agrees that certification forward of the State Fiscal Year 2005-2006, State Fiscal Year 2006-2007 and State Fiscal Year 2007-2008 funds supporting this Agreement beyond June 30th of each year is subject to the approval of the Governor's Office.

3. Section 3.A. is hereby deleted in its entirety and replaced with the following;

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As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$7,000,000. The funding consists of \$1,000,000 provided in the original Agreement, \$2,000,000 in Amendment 1, \$3,500,000 in Amendment 2, and \$500,000 in Amendment 3. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$7,000,000 toward the project described in Attachment A. Written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

4. Section 9. is hereby revised to change the form number from FSAA_CL2 to DFS-A2-NS and the webpage from <http://www.fsaa.state.fl.us> to <https://apps.fldfs.com/fsaa>.

5. **Attachment A-3, Revised Project Work Plan**, attached hereto is hereby added to the Agreement. All references in the Agreement to **Attachment A** shall hereinafter include **Attachment A, Project Work Plan, Attachment A-1, Revised Project Work Plan, Attachment A-2, Revised Project Work Plan, and Attachment A-3, Revised Project Work Plan..**

6. **Attachment D, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment D-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment D shall hereinafter refer to **Attachment D-1, Revised Special Audit Requirements**.

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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This Amendment 3 to Grant Assistance Agreement LP6046 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to Grant Assistance Agreement to be executed on its behalf by the Deputy Director of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
~~Chairman~~
John F. Koons, Chairman

By: _____
Assistant Director
Southeast District

Date: _____

Date: _____

Tim Grey, DEP Grant Manager

FEID No. 59-6000785

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY Richard E. Walesky
Richard E. Walesky, Director
Department of Environmental Resources Management

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

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

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-3	Revised Project Work Plan (5 pages)
Attachment	D-1	Revised Special Audit Requirements (5 pages, including Exhibit 1)

ATTACHMENT A - 3
Revised GRANT WORK PLAN
Palm Beach County Board of County Commissioners
LP6046-3

Project Title: Lake Worth Lagoon Restoration

Project Location: The proposed Projects will take place in the Lake Worth Lagoon and the City of West Palm Beach's downtown waterfront area, in Palm Beach County, Southeast Florida Coast, 03090202.

Project Background: *Provide a summary of the site/project area and the justification supporting the need for the Florida Department of Environmental Protection to fund the proposed project.*

Since 1998, the State Legislature has supported the restoration and enhancement of Lake Worth Lagoon by appropriating a total of \$17 million for the Lake Worth Lagoon Partnership Grant Program. For the 2008-2009 legislative appropriations, the following three (3) sub-projects were prioritized by a selection committee of local environmental managers, to address the environmental restoration of the Lake Worth Lagoon:

1. South Cove Restoration Phase II

The proposed South Cove Restoration Project will take place in the City of West Palm Beach's downtown waterfront area. The restoration project includes filling a deep dredge hole, creation of mangrove islands, raising elevations for recruitment of seagrass, mangrove planters, and placing rock for oyster reef and island stabilization that will provide vital habitat in an urban setting. Substrate and habitat improvements will provide subsequent water quality improvements in this area. A public use facility will include an elevated boardwalk, an observation deck, and a kiosk platform. The boardwalk and observation decks will allow visitors to the project a closer view of estuarine tidal flats, oyster reefs, seagrass beds, and intertidal mangrove and spartina islands.

2. Lake Worth Lagoon Monitoring

The continuing Lake Worth Lagoon Monitoring Project will consist of various sub-projects with the overall objective being to determine whether the Lagoon's environmental health is improving based on the implementation of construction projects designed to benefit the Lagoon's habitat and water quality.

3. Grant Administration

Administrative functions provided by County staff for the Lake Worth Lagoon Restoration and Enhancement Projects.

Project Objectives: *Provide a list of objectives, in bullet format, expected to be achieved as a result of funding/completing this proposed project.*

- The South Cove Phase II project objectives include placing approximately 175,000 cubic yards of fill in the deep dredge hole to raise elevations adequate for seagrass recruitment and to create a series of mangrove islands. The project will create approximately 3.0 acres of mangroves and 6.0 acres of seagrass habitat. The project also includes 1000 linear feet of new oyster reef, 1,100 linear feet of limestone revetment, 400 linear feet of mangrove planters a 556-foot elevated boardwalk, a 16' x 16' observation deck, and a 16' x 16' kiosk platform.
- The Lake Worth Lagoon Monitoring objective is to document the Lagoon's environmental health and to monitor any improvements based on the implementation of construction projects designed to benefit the habitat and water quality.
- Grant Administration includes Site inspections to track compliance with the terms of subgrantees contracts; review of subgrantees invoices, progress reports and site inspection reports, consistent with individual contracts and Scopes of Services; preparation of Grant Manager and Engineer Certifications; preparation of reports submitted to the Department on project status and funding; preparation of project modifications to the Scope of Services, and coordination of contract modifications with the Department and subgrantees.

Project Description: *Provide a detailed description of the work to be performed for the project. Include maps, drawings etc. to support project activities. Project descriptions should include a specific list of tasks/activities for accomplishing the project.*

1. South Cove Restoration Phase II

- The project will consist of placing approximately 175,000 cubic yards of fill in the deep dredge hole to raise elevations adequate for seagrass recruitment and to create a series of mangrove islands. The project will create approximately 3.0 acres of mangroves and 6.0 acres of seagrass habitat. The project also includes 1000 linear feet of new oyster reef, 1,100 linear feet of limestone revetment, 400 linear feet of mangrove planters a 556-foot elevated boardwalk, a 16' x 16' observation deck, and a 16' x 16' kiosk platform. The boardwalk and observation decks will allow visitors to the project a closer view of estuarine tidal flats, oyster reefs, seagrass beds, and intertidal mangrove and spartina islands. The scope of work includes the following activities:
- Perform bathymetric and resource surveys;
- Complete plans and procure environmental permits;
- Complete construction design and bid process;
- Purchase and place 44,000 cubic yards of fill;

- Plant 9,000 red mangrove seedlings;
- Plant 3,000 spartina plants;
- Construct 10' wide; 556' elevated boardwalk
- Construct 16' x 16' observation deck
- Construct 16' x 16' kiosk platform
- Purchase Kiosk and signage

2. Lake Worth Lagoon Monitoring

The subprojects for State Fiscal Year 2008-2009 will include:

- Water Quality Monitoring;
- Seagrass Survey;
- Oyster Monitoring Study;
- Sea Turtle Netting Survey;

3. Grant Administration

- Review of subgrantees invoices, progress reports and site inspection reports, consistent with individual contracts and Scopes of Services;
- Site inspections to track compliance with the terms of subgrantees contracts;
- Prepare Grant Manager and Engineer Certifications;
- Preparation and administration of subgrants associated with individual projects;
- Preparation of reports submitted to the Department on project status and funding; and
- Preparation of project modifications to the Scope of Services as may be appropriate and coordination of contract modifications with the Department and subgrantees.
- Coordinate project review committee and outreach activities.

Project Milestones/Deliverables/Outputs: Identify by task/activity (as listed under Project Description), start date, and completion date. Clear cells in table below header row before beginning to add data. Identify outputs/deliverables to result from this project. (Examples include: reports (progress, draft project report, final project report), manuals, videos, maps, BMPs installed, meetings, field days, issued permits, progress reports, quality assurance plans, etc.) Identify dates for providing/completing the outputs/deliverables on a schedule based on the date of agreement execution. Format should appear as follows:

No.	Task/Activity Description	Start	Complete	Deliverables/ Outputs	Deliverable/ Output Due Dates
1	South Cove Phase II	July 2008	June 2011	As-built drawings	June 2011
2	Monitoring	January 2009	June 2011	Monitoring Reports	June 2011
3	Grant Administration	July 2008	June 2011	Disbursement requests and Progress reports	June 2011

Project Budget: Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.			
Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:		\$35,000	PBC
Construction & Demolition:	\$415,000	\$415,000	PBC
Land:			
Equipment:			
Other (Monitoring):	\$50,000	\$50,000	PBC
Other (Program Administration):	\$35,000		
Total:	\$500,000	\$500,000	
Total Project Cost:	\$1,000,000		
% Match Required:	50%	Amount of Match:	\$500,000
Project Budget Narrative: Provide budget detail for each Project Funding Activity stated above for both DEP Funding and Match.			
Professional Services: What services will be subcontracted? Professional services for the survey, research, feasibility, design, construction and assessment reports of project activities.			
Construction & Demolition: What is being constructed, rehabilitated, expanded, etc? Mangrove islands construction, mangrove planters, oyster reefs and a boardwalk. Raising elevations will provide substrate for seagrass recruitment, and limestone rock will provide substrate habitat for oysters and fish. Substrate and habitat improvements will provide subsequent water quality improvements in this area.			
Land: What size is the property? What is its use?N/A			
Equipment: What equipment will be purchased? Equipment is \$1,000 or more per unit cost. N/A			
Other: List the service or category of expenditure. What are the funds for? Monitoring and Contract Administration			
NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR THE MATCH.			
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Total Budget by Task: *This should correspond with the tasks/activities identified and described above.*

Task		DEP Grant Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	South Cove Phase II	\$415,000	\$450,000	PBC
2	Monitoring	\$50,000	\$50,000	PBC
3	Grant Administration	\$35,000		
Total:		\$500,000	\$500,000	
Project Total:		\$1,000,000		

Measures of Success: *Identify factors that can be used to evaluate project performance/outcomes to support project success. Include appropriate timelines for conducting such reviews.*

Success of addressed management activities are ensured through proper project oversight and sufficient funding. Construction and contract administration will be provided by County staff. Once the South Cove project is completed, the County will monitor and manage this natural area. Yearly benthic surveys along with mangrove and spartina surveys will be conducted in accordance with all permit conditions. The City of West Palm Beach is going to provide long term maintenance of the public use facilities, including the collection of any litter that may accumulate on the property. Water quality and habitat utilization by fish and wildlife are expected to improve in the project area. As-built drawings will illustrate the success of construction activities. Conclusions and results drawn from monitoring activities will provide support of project performance and success.

Note that any changes to the Grant Work Plan Project Budget (of more than 10% in any line item), scope of work, or timelines shall require Department approval and amendment to the grant agreement.

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ATTACHMENT D-1

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LI 1717A – Ecosystem Management & Restoration TF	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	141116-05
Amend 1	LI 1821 – Ecosystem Management & Restoration TF	2006-2007	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$2,000,000	141116-06
Amend 2	LI 1859 – Ecosystem Management & Restoration TF	2007-2008	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$3,500,000	140047-08
Amend 3	LI 1772C – Ecosystem Management & Restoration TF	2008-2009	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047-09

Total Award					\$7,000,000		
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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

Attachment 2

LP6046 AMEND. 2

R2007: 2279

DEC 18 2007

STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6046
PALM BEACH COUNTY
AMENDMENT NO. 2

THIS AGREEMENT as entered into on the 27th day of April, 2006, and amended on the 20th day of November, 2006, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and PALM BEACH COUNTY (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, additional funding in the amount of \$3,500,000 is available to continue Lake Worth Lagoon Restoration in Palm Beach County; and,

WHEREAS, the Department believes that it is essential to allow for the continuation of these services through June 30, 2010; and,

WHEREAS, the Grantee has requested an extension of the term of the Agreement in order to complete the project as planned; and,

WHEREAS, it has been determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, the Grantee understands that certification forward of State Fiscal Year 2005-2006 and State Fiscal Year 2006-2007 funds supporting this Amendment beyond June 30th of each year is subject to the approval of the Governor's Office; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, the Grantee understands that if the Governor's Office does not approve the Department's request to certify the funds forward, the Grantee will not be eligible for reimbursement for the activities covered by the remaining unpaid State Fiscal Year 2005-2006 and State Fiscal Year 2006-2007 funds; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. The title of the Agreement is hereby revised to read as follows:

STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6046
PALM BEACH COUNTY

PURSUANT TO LINE ITEM 1717A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT, AND
LINE ITEM 1821 OF THE 2006-2007 APPROPRIATIONS ACT, AND
LINE ITEM 1859 OF THE 2007-2008 APPROPRIATIONS ACT

2. Section 2 is hereby revised to change the completion date of the Agreement from June 30, 2009 to June 30, 2010, and to include the following language as a separate paragraph.

The Grantee understands and agrees that certification forward of the State Fiscal Year 2005-2006 and the State Fiscal Year 2006-2007 funds supporting this Agreement beyond June 30th of each year is subject to the approval of the Governor's Office.

3. Section 3A is hereby deleted in its entirety and replaced with the following:

As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$6,500,000 (an increase of \$3,500,000). The funding consists of \$1,000,000 provided in the original Agreement, \$2,000,000 in Amendment 1, and \$3,500,000 in Amendment 2. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$6,500,000 (an increase of \$3,500,000) toward the project described in Attachment A. Written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.

4. Section 5 is hereby deleted in its entirety and replaced with the following;

Progress Reports (Attachment C) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted in conjunction with the Disbursement Request Package, described in paragraph 3.B. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 and on Attachment E) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see paragraph 15). It is understood and agreed by the parties that the term "reporting period" reflects the period of time for which the invoices submitted in the Disbursement Request Package are covered. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

5. Section 7 is deleted and replaced as follows:

A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination. Notwithstanding, Grantee shall not be deemed to have failed to perform any obligations under this Agreement, if, pursuant to paragraph 3(A) of this Agreement, after competitive bids are received it becomes apparent that the work described in Attachment A cannot be accomplished for the current estimated project cost, requiring an amendment to this Agreement.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. In case of such termination, the Department shall compensate the Grantee for all funds expended or committed through the date notice of termination is received.

6. Section 9 is hereby revised to change the form number from FSAA_CL2 to DFS-A2-NS.

7. Attachment A-2, Revised Project Work Plan, attached hereto is hereby added to the Agreement. All references in the Agreement to Attachment A shall hereinafter include Attachment A, Project Work Plan, Attachment A-1, and Attachment A-2, Revised Project Work Plan.

8. Section 13 is deleted and replaced as follows:

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

Timothy A. Gray
Watershed Management and Planning
Florida Department of Environmental Protection – SE District
400 North Congress Avenue, Suite 200
West Palm Beach, Florida 33401

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Phone: 561-681-6708
SC: 226-6708
Email: tim.gray@dep.state.fl.us

9. Section 14 is deleted and replaced as follows:

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

Richard Walesky, Director
Palm Beach County
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743
Phone: 561-233-2400
Fax: 561-233-2414
Email: rwalesky@co.palm-beach.fl.us

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Grant Assistance Agreement LP6046 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Grant Assistance Agreement to be executed on its behalf by the Deputy Director of the Department and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

R2007. 2279

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: John F. Koons
Chairperson, Addie L. Greene
John F. Koons, Vice Chair

Date: DEC 18 2007

FEID No.: 59-6000785

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Tim Gray
Assistant Director
SE District

Date: 1/10/08

Timothy A. Gray
Tim Gray, DEP Grant Manager

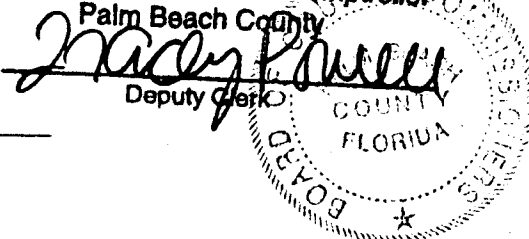
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY Sharon R. Bock
County Attorney

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

APPROVED AS TO TERMS AND CONDITIONS By Richard E. Walesky

BY Richard E. Walesky
Richard E. Walesky, Director
Dept. of Environmental Resources
Management



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

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

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-2	Revised Project Work Plan (5 pages)
Attachment	D	Special Audit Requirements (5 pages, including Exhibit 1)

Revised ATTACHMENT A - 2 PROJECT WORK PLAN

I. GRANTEE/PROJECT INFORMATION:

Grantee:	Palm Beach County Board of County Commissioners
Project Title:	Lake Worth Lagoon Restoration
DEP Grant #:	LP6046-2

II. FUNDING PLAN:

Category of Expenditure	LP Grant Funds Provided	Match Required	Total Funding
Professional Services		\$350,000	\$350,000
Construction & Demolition	\$3,015,383	\$2,800,000	\$5,815,383
Equipment			
Other - Monitoring	\$350,000	\$350,000	\$700,000
Other - Program Administration	\$134,617		\$134,617
Total	\$3,500,000	\$3,500,000	\$7,000,000

III. SCOPE OF WORK: (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, quarterly cash needs, etc.)

There are eight (8) sub-projects as follows:

1. Westgate/Belvedere Homes Community Redevelopment Agency: North Westgate Infrastructure Improvements Project, Phases V & VI.

The Westgate/Belvedere Homes Community Redevelopment Agency (CRA) is a quasi-governmental agency created by the Board of County Commissioners in 1989 pursuant to F.S. Chapter 163. Its overall mission is to redevelop and revitalize the CRA district, thereby, improving the aesthetic and economic viability of the area as well as the quality of life of the residents. The purpose of the infrastructure improvement project is to improve and upgrade the existing antiquated storm-water drainage system by, among other things, improving and installing new drainage basins, regrading the swales, constructing dry retention areas, and replacing the sewer septic system with a sanitary sewer system. The CRA will construct approximately 4.5 miles of infrastructure improvements within the North Westgate area which is located in central Palm Beach County. The improvements include the construction of more than 100 acre feet of water retention area. The canals within the CRA are the L-2 and E-3-1/2 which are controlled by the Lake Worth Drainage District, and the L-2B, and PBIA canals which are controlled by PB County. These canals comprise the tertiary drainage system for the community which flow directly into the C-51 canal and ultimately the Lake Worth Lagoon and the Chain of Lakes.

Project elements include installation of 10,560 linear feet of swales, 110 existing homes will be converted from septic to sanitary sewer, and 40-acre feet of wet retention will be consolidated in a small lake which will include littoral zone planting.

Project Start: January 2008

Construction Start: May 2008

Construction End: March 2009

Project Completion: March 2009

2. South Cove Restoration

The South Cove Restoration Project will take place in the City of West Palm Beach's downtown waterfront area. The restoration project includes filling a deep dredge hole, creation of mangrove islands, raising elevations for recruitment of seagrass, mangrove planters, and placing rock for oyster reef and island stabilization that will provide vital habitat in an urban setting. Substrate and habitat improvements will provide subsequent water quality improvements in this area.

The project will consist of placing approximately 175,000 cubic yards of fill in a deep dredge hole to raise elevations adequate for seagrass recruitment and to create a series of mangrove islands. The project will create approximately 2.6 acres of mangroves, 3.5 acres of potential seagrass habitat, and 0.2 acres of Spartina. The project also includes placement of approximately 1000 linear feet of oyster reef, 1,100 linear feet of limestone rock for mangrove island revetment, and 400 linear feet for planters. Mangrove planters will be constructed along the seawall and planted with red mangrove seedlings. The scope of work includes the following:

- Perform bathymetric and resource surveys;
- Complete plans and procure environmental permits;
- Complete construction design and bid process;
- Install 400 ft. of riprap for mangrove planters;
- Fill dredge hole and project area;
- Install 1000 ft. of riprap for oyster reef;
- Install 1100 ft. of riprap for mangrove island revetment;
- Construct 0.2 acres of Spartina habitat; and
- Add soil/sand to planters and install approximately 10,000 mangrove seedlings.

Project Start: July 2007

Construction Start: August 2008

Construction End: November 2008

Project Completion: April 2009

3. Ibis Restoration

The Ibis Restoration Project includes capping anoxic muck sediments with sand to promote a healthy benthic environment. Muck sediments blanket large areas of the Lake Worth Lagoon, covering the bottom with an anaerobic substrate inhibiting seagrass growth and negatively impacting the diversity of the benthic community. These fine-grained sediments are easily resuspended by wind, wave, and tidal action increasing turbidity and attenuating light penetration, further impacting the lagoon environment. The capping will stop the resuspension of muck sediments in the project area that is completely covered with muck deposits ranging from 1 to 7 feet in depth. A small area of mangroves and spartina will be planted along the eastern shoreline. Substrate and habitat improvements will provide subsequent water quality improvements in this area. These habitat elements will provide vital habitat in the central segment of Lake Worth Lagoon where expansive submerged lagoon bottom is covered with muck. The restoration project will also create refuge for fish and wildlife. At the completion of this project, it is envisioned that volunteer groups will place suitable oyster substrate including oyster shell.

Sediment capping techniques have been extensively used to cap contaminated sediments in estuarine and aquatic environments. The proposed project area is an approximate 8-acre area of submerged bottom adjacent Ibis Isle in the Town of Palm Beach. This project will convert 8 acres of anaerobic low-diversity submerged bottom to sandy substrate capable of recruiting seagrass and providing suitable substrate for oyster recruitment.

The scope of work includes the following:

- Perform bathymetric and resource surveys;
- Complete plans and procure environmental permits;
- Complete construction design and bid process;

- Place a cap of sediment in 8-acre project area; and
- Plant approximately 500 mangrove seedlings and 1000 spartina sprigs

Project Start: July 2007

Construction Start: May 2009

Construction End: July 2009

Project Completion: October 2009

4. John's Island Oyster Reef

Work is currently underway to obtain environmental permits for the placement of 5000 tons of 1 to 1.5 ft diameter limestone boulders within the vicinity of John's Island for the creation and enhancement of existing oyster reef. John's Island is situated across from the C-51 canal in central Lake Worth Lagoon. The 5,000 tons of rock will be used to create approximately 0.72 acres of oyster reef over a 3.0-acre site. The rock placement will be completed by November 2008. The Palm Beach County Environmental Resources Management will monitor the site for a minimum of three years post-construction to document the project's success.

Project Start: July 2007

Construction Start: July 2008

Construction End: November 2008

Project Completion: November 2008

5. Boynton Beach SE Federal Highway Stormwater Project

The Boynton Beach SE Federal Highway Stormwater project will treat 57 acres of mixed-use properties ranging from small "old Florida" homes to medium sized, updated and heavily used professional, light industrial, restaurant and banking facilities. Currently, stormwater is inadequately treated before discharging to Lake Worth Lagoon. The effective project area is approximately 57 acres and is divided into a western area (west of US1) and an eastern area (east of US1).

The western area includes the following features:

- Treats stormwater of an approximate 31-acre area;
- Construct 3,215 lf of 24-inch exfiltration;
- Install 16 curb inlets with sumps and baffle boxes for pollutant removal; and
- Install 3 additional manhole structures to aid in the removal of pollutants.

The eastern area includes the following features:

- Treats stormwater of an approximate 26-acre area;
- Install 1,490 lf of conveyance piping;
- Construct 13 inlets with sumps and baffle boxes for pollutant removal;
- Construct 1,550 lf of grassed swale; and
- 1,250 lf of grassed swale re-development.

Project Start: July 2007

Construction Start: September 2007

Construction End: December 2008

Project Completion: December 2008

6. Riviera Beach Maritime Academy Artificial Reef

This project consists of the design, construction, deployment, and monitoring of a prototype marine fisheries habitat in Lake Worth Lagoon. The artificial reef will be deployed adjacent an existing artificial reef at Kelsey Park in Lake Park, Florida. The reef project will serve as a monitoring site for current and future students. The reef will be constructed using recycled concrete structures and will measure approximately 100' (length) x 12' (width) x 7' (height). The reef material will be deployed by barge.

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Project Start: July 2007
 Construction Start: November 2007
 Construction End: February 2008
 Project Completion: May 2008

7. Lake Worth Lagoon Monitoring

The continuing Lake Worth Lagoon Monitoring Project will consist of various sub-projects with the overall objective being to determine whether the Lagoon's environmental health is improving based on the implementation of construction projects designed to benefit the Lagoon's habitat and water quality. The subprojects for State Fiscal Year 2007-2008 will include but are not limited to the following projects:

- Sediment Sourcing Study;
- Sediment Management Study;
- Substrate Characterization Study;
- Sea Turtle Netting Survey;
- Water Quality Monitoring;
- Seagrass Mapping and Monitoring;
- Oyster Monitoring; and
- Fishery Survey.

Project Start: January 2008
 Project Completion: June 2010

8. Grant Administration

Administrative functions provided by County staff for the Lake Worth Lagoon Restoration and Enhancement Projects include the following:

- Preparation and administration of subgrants associated with individual projects;
- Site inspections to track compliance with the terms of subgrantees contracts;
- Review of subgrantees invoices, progress reports and site inspection reports, consistent with individual contracts and Scopes of Services;
- Prepare Grant Manager and Engineer Certifications;
- Preparation of reports submitted to the Department on project status and funding; and
- Preparation of project modifications to the Scope of Services as may be appropriate and coordination of contract modifications with the Department and subgrantees.

Project Start: July 2007
 Project Completion: June 2010

IV. PROJECT MILESTONES:

Estimated Construction start date: November 2007
 Estimated scope of work completion date: June 2010

V. LOCAL MATCH & OTHER GRANT FUNDS:

List the sources and amounts for all funds being used to fund this project.

SOURCE	AMOUNT(\$)
2007-2008 LP grant	\$3,500,000
2007-2008 Match	\$3,500,000
Riviera Beach Maritime Academy	\$20,000
City of Boynton Beach	\$750,000
Westgate CRA	\$1,525,383

SOURCE	AMOUNT(\$)
Palm Beach County Manatee Protection Fund	\$749,617
Saltwater Vessel Registration Fees	\$205,000
In-Kind (Palm Beach County)	\$250,000
Total Project Cost	\$7,000,000

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ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LI 1717A – Ecosystem Management & Restoration TF	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	141116-05
Amend 1	LI 1821 – Ecosystem Management & Restoration TF	2006-2007	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$2,000,000	141116-06
Amend 2	LI 1859 – Ecosystem Management & Restoration TF	2007-2008	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$3,500,000	140047-08

Total Award					\$6,500,000	
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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.

Attachment 3

LP 6046 AMEND. 1

82006 276

OCT 17 2006

**STATE FINANCIAL ASSISTANCE AGREEMENT
AMENDMENT 1 TO GRANT ASSISTANCE AGREEMENT LP6046
PALM BEACH COUNTY**

PURSUANT TO LINE ITEM 1821 OF THE 2006 - 2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT as entered into April 27, 2006 between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and PALM BEACH COUNTY (hereinafter referred to as "Grantee" or "Recipient") is hereby amended.

WHEREAS, paragraph 2 allows for the inclusion of additional services if additional funding is made available; and,

WHEREAS, the Legislature provided additional funds for the project; and,

WHEREAS, the Department desires to add funds for an additional service period to extend the Agreement period to June 30, 2009; and,

WHEREAS, the maximum compensation amount of the Agreement will be increased by \$2,000,000 to provide funding for the second service period; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 is hereby revised to extend the completion date of the Agreement from March 31, 2009 to June 30, 2009.
2. Paragraph 3A is hereby revised to increase the maximum compensation amount of the Agreement from \$1,000,000 to \$3,000,000 (an increase of \$2,000,000). The parties hereto agree that the Grantee is responsible for providing an additional match of \$2,000,000 for a total match amount of \$3,000,000 toward the project described in Attachment A.
3. Paragraph 9 is hereby revised to change the website listed to <https://apps.fldfs.com/fsaa>.
4. Attachment A-1, Project Work Plan is attached hereto and made a part of the Agreement providing for the additional funds appropriated.
5. Attachment D, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment D-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment D shall hereinafter refer to Attachment D-1, Revised Special Audit Requirements.

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 by the Director of the Department.

82006-2257
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Karen T. Marcus

By: [Signature]
Chairman, Tony Masilotti

Date: OCT 17 2006

FEID No.: 59-6000785

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Director

NOV 20 2006

Date: _____

[Signature]
Grant Manager

APPROVED AS TO FORM AND LEGAL SUFFICITNCY

BY [Signature]
County Attorney

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: [Signature]
Deputy Clerk

APPROVED AS TO TERMS AND CONDITIONS

BY [Signature]
Richard E. Walesky, Director
Department of Environmental Resources Management

Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (including number of pages)
Attachment	A-1	Revised Project Work Plan - (3 Pages)
Attachment	D-1	Revised Special Audit Requirements (5 Pages)

ATTACHMENT A - I PROJECT WORK PLAN

Please complete this form with as much detail as possible

I. GRANTEE/PROJECT INFORMATION:

Grantee:	Palm Beach County Board of County Commissioners
Project Title:	Lake Worth Lagoon Restoration
DEP Grant #:	LP6046/1

II. FUNDING PLAN:

Category of Expenditure	2006-2007 LP Grant Funds Provided	2006-2007 Match Required	Total 2006-2007 Funding
Professional Services		\$95,000	\$95,000
Construction & Demolition	\$1,766,575	\$1,671,575	\$3,438,150
Land			
Equipment			
Other - Monitoring	\$200,000	\$200,000	\$400,000
Other - Grant Administration	\$33,425	\$33,425	\$66,850
Total	\$2,000,000	\$2,000,000	\$4,000,000

III. SCOPE OF WORK: (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, quarterly cash needs, etc.)

There are six sub-projects as follows:

1. Westgate/Belvedere Homes Community Redevelopment Agency: North Westgate Infrastructure Improvements Project, Phase IV

The North Westgate Infrastructure Improvements Project - Phase IV will improve the existing drainage basin within a residential neighborhood which was developed prior to the requirements for water quality treatment. Improvements to the approximate 64.7-acre basin during Phase IV include approximately 4.5 miles of infrastructure improvements within the North Westgate area (e.g., construction of detention areas, regrading of swales, and replacement of the existing septic sewer system with a sanitary sewer system). Benefits of the project include a reduction in groundwater and surface water loadings of pollutants such as metals, nutrients, oxygen depleting materials and sediments within the contributing drainage area of the C-51 Canal.

The improvement project will benefit the Lagoon system in two ways. First, the retrofitting of the stormwater retention system which includes improving the swales, and constructing retention areas with new control structures, will help provide better water quality for the runoff which enters the Lagoon. Water quality improvements will be made prior to discharge into the adjacent canal system. Second, the infrastructure improvements will provide the residents with a sanitary sewer system which will replace the current septic system. This will eliminate the sewage which is being discharged by the septic systems into the groundwater which seeps into canals. The stormwater detention will also attenuate stormwater discharge rates and thereby reduce flooding potential to the area. The discharge attenuation will also help reduce peak discharges to the C-51 Canal and LWL.

Project Start: January 2006
Construction Start: May 2007

Construction End: May 2008
Project Completion: July 2008

2. City of West Palm Beach: 23rd, 26th, and 33rd Streets Pollution Control Device Project

The City's recent Storm Water Master Plan outlines several measures to be taken to reduce pollutants discharged to the Lagoon via the City's storm water runoff. These measures include installation of pollution control devices (Suntree Nutrient Separating Baffle Box), drainage and sanitary pipe replacements, exfiltration systems and lake detention systems. This project includes the installation of storm water Pollution Control Devices (PCD's; Suntree Nutrient Removal Baffle Box) on three of the City's primary drainage system pipes (23rd, 26th, and 33rd Streets) that outfall directly to the Lake Worth Lagoon.

The purpose of the Pollution Control Devices is to reduce the amount of trash, oils, greases and suspended solids entering the Lagoon in an attempt to reverse the adverse impacts caused by decades of untreated stormwater runoff. Each of these project sites will be surveyed to determine the appropriate locations for these devices. It is anticipated that the devices will be located near the outfall discharge point of each drainage system and within the City's right of way for easy access and cleaning. Required pipe relocations and or replacements/improvements immediately upstream of the structures and downstream to the outfall discharge point are also included in the project scope of work. The project will enhance water quality of runoff from a 389.2-acre watershed before it enters Lake Worth Lagoon. Pollution Control Devices have been reported to have the following treatment efficiencies: 75-90% removal of total suspended solids, 45-70% removal of nutrients (phosphorous and nitrogen) and 75-90 % removal of heavy metals. The City will estimate the pollutant load reduction of the installed storm water improvements in accordance with accepted design methods.

Project Start: May 2006
Construction Start: September 2006
Construction End: September 2008
Project Completion: December 2008

3. Town of Hypoluxo: Sewering of Hypoluxo Shores

The Town of Hypoluxo is located on Lake Worth Lagoon and directly impacts the water body. There are 28 residential lots located east of US Highway 1 that use septic tanks for wastewater treatment. The septic systems are more than 50 years old and some are located within close proximity to Lake Worth Lagoon, in some cases, 10 feet from the edge of water. By removing the aging septic system, septic loading to the lagoon from these residences will be eliminated.

Project Start: October 2006
Construction Start: August 2007
Construction End: February 2008
Project Completion: May 2008

4. Boynton Beach/Ocean Ridge Mangrove Planter/Revetment

The proposed mangrove planter/revetment project is designed to protect an approximate 30 acre mangrove area, including a 2,400 foot mangrove fringe that has slowly eroded by boat wakes. The project will consist of the placement of approximately 6,400 tons of limestone boulders along the mangrove fringe and, where practical, construction of a linear mangrove planter between the rock and existing mangroves consisting of filter-fabric filled with sand and soil amendments and planted with red mangroves and Spartina. These mangroves provide important habitat for many species of fish and wildlife and improve water quality. The rock revetment, by nature of its makeup and location, will serve not only as fortification of the mangroves but also act as a shallow water artificial reef that is conducive as substratum for oysters and other attaching organisms.

Project Start: July 2006
Construction Start: January 2008
Construction End: October 2008
Project Completion: November 2008

5. Lake Worth Lagoon Monitoring

The continuing Lake Worth Lagoon Monitoring Project will consist of various sub-projects with the overall objective being to determine whether the Lagoon's environmental health is improving based on the implementation of construction projects designed to benefit the Lagoon's habitat and water quality. The subprojects for State Fiscal Year 2006-2007 will include:

- Continuation of USGS Sediment Transport Study;
- Sediment Sourcing and Sediment Management Study;
- Substrate Characterization Study;
- Sea Turtle Netting Survey; and
- Fishery Survey.

Project Start: January 2007
Project Completion: June 2009

6. Grant Administration

Administrative functions provided by County staff for the Lake Worth Lagoon Restoration and Enhancement Projects include the following:

- Preparation and administration of subgrants associated with individual projects;
- Site inspections to track compliance with the terms of subgrantees contracts;
- Review of subgrantees invoices, progress reports and site inspection reports, consistent with individual contracts and Scopes of Services;
- Prepare Grant Manager and Engineer Certifications;
- Preparation of reports submitted to the Department on project status and funding; and
- Preparation of project modifications to the Scope of Services as may be appropriate and coordination of contract modifications with the Department and subgrantees.

Project Start: January 2007
Project Completion: June 2009

IV. PROJECT MILESTONES:

If the scope of work includes construction:

Estimated Construction start date: June 2006
Estimated scope of work completion date: June 2009

V. LOCAL MATCH & OTHER GRANT FUNDS:

List the sources and amounts for all funds being used to fund this project.

SOURCE	AMOUNT(\$)
2006-2007 LP grant	\$2,000,000
2006-2007 Match:	
PBC Gas tax Reserves - District 2 (Project 1)	\$400,000
Storm Water Bond Fund (Project 2)	\$500,000
Town of Hypoluxo Reserves (Project 3)	\$400,000
PBC Vessel Registration Fees, PBC Annual Restoration Funds (Project 4)	\$466,575
In-Kind (Lake Worth Lagoon Monitoring)	\$200,000
Ad-Valorem (Grant Administration)	\$33,425
Total Project Cost	\$4,000,000

ATTACHMENT D-1

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission

of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com/> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40

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2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

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

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

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

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

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

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

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

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

Federal Funds 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

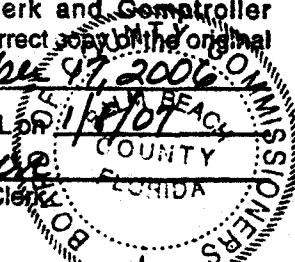
State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Original Agreement	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LI 1717A - Ecosystem Management & Restoration TF	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	141116-05
Amend 1	LI 1821 - Ecosystem Management & Restoration TF	2006-2007	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$2,000,000	141116-06

Total Award				\$3,000,000	
--------------------	--	--	--	--------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspc.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/>]. 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.

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, SHARON R. BOCK, Clerk and Comptroller
 certify this to be a true and correct copy of the original
 filed in my office on October 17, 2006
 dated at West Palm Beach, FL on 10/17/06
 By: Diane Blaise
 Deputy Clerk



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Attachment 4

LP6046

STATE FINANCIAL ASSISTANCE AGREEMENT
PALM BEACH COUNTY
DEP AGREEMENT NO. LP6046

R2006-0583
APR 04 2006

STATE OF FLORIDA
GRANT ASSISTANCE

PURSUANT TO LINE ITEM 1717A OF THE 2005 - 2006 APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and PALM BEACH COUNTY, whose address is 3323 Belvedere Road, Building 502, West Palm Beach, Florida 33406 (hereinafter referred to as "Grantee" or "Recipient"), existing as a local government agency under the laws of the State of Florida, to provide funds for Lake Worth Lagoon Restoration.

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than March 31, 2009, inclusive. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$1,000,000 toward the total project cost estimate of \$2,200,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,000,000 toward the project described in Attachment A. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as Attachment B). In addition to the disbursement form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with travel limits established in Section 112.061, Florida Statutes. Payment requests shall be submitted no more frequently than monthly. The Payment Request Package includes:
 - (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After receipt of advance funds the Grantee shall provide proof of payment to the Department within 30 days receipt of advance funds. If payment is based on reimbursement, proof of payment of the invoices is required; and
 - (2) A certification signed by the Grantee's Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms

and provisions of the contracts, the Local Government is required to make such payments; and

- (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and
 - (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.
 - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - D. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.dbf.state.fl.us/sadir/reference_guide.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. Progress Reports (Attachment C) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and Attachment E) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see paragraph 15). Progress reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "progress reports" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination. Notwithstanding, Grantee shall not be deemed to have failed to perform any obligations under this Agreement, if, pursuant to paragraph 3(A) of this Agreement, after competitive bids are received it becomes apparent that the work described in Attachment A cannot be accomplished for the current estimated project cost, requiring an amendment to this Agreement.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. In case of such termination, the Department shall compensate the Grantee for all funds expended or committed through the date notice of termination is received.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. A. The Grantee shall comply with the applicable provisions contained in Attachment D (Special Audit Requirements), attached hereto and incorporated herein by reference. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment D, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section .210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number FSAA_CL2) that can be found under the "Links/Forms" section appearing at the following website:

<http://www.fsaa.state.fl.us/>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. A. The Grantee shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract 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 Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

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

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

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

Tommy Williams
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: 850-245-8358
Fax: 850-245-8411

Email: thomas.e.williams@dep.state.fl.us

14. The Grantee's Grant Manager for this Agreement is identified below.
- Richard Walesky, Director
Palm Beach County
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406
Phone: 561-233-2400
Fax: 561-233-2414
Email: rwalesky@co.palm-beach.fl.us
15. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- Unused funds, and interest accrued on any unused portion of advanced funds which has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.
- If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (Attachment E) and the Advance Payment Justification Form (Attachment F) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.
16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
19. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change

orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.

21.
 - 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.
22. Land acquisition is not authorized under the terms of this Agreement.
23. 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.

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

R2006-0583
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Chairman Tony Maslotti

Date: APR 04 2006

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Secretary or designee

Date: APR 27 2006

FEID No.: 59-6000785

[Signature]
Grant Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY [Signature]
Richard E. Walesky, Director
Department of Environmental Resources Management

Sharon R. Book, Clerk & Comptroller
Palm Beach County
By: [Signature]
Deputy Clerk

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (3 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Advance Payment - Interest Earned Memorandum (1 Page)
Attachment	F	Advance Payment Justification Form (3 Pages)

ATTACHMENT A PROJECT WORK PLAN

Please complete this form with as much detail as possible

I. GRANTEE/PROJECT INFORMATION:

Grantee:	Palm Beach County
Project Title:	Lake Worth Lagoon Restoration
DEP Grant #:	LP6046

II. FUNDING PLAN:

Category of Expenditure	FY05/06 PROJECT DEP Funds	BUDGET	
		Total Matching Funds	Total Funding
Professional Services		\$150,000	\$150,000
Construction & Demolition	\$937,948	\$987,948	\$1,925,896
Land			
Equipment			
Other-Monitoring	\$31,000	\$31,000	\$62,000
Other -Grant Administration	\$31,052	\$31,052	\$62,104
Subtotals	\$1,000,000	\$1,200,000	\$2,200,000
What is the total estimated project cost?			\$2,200,000

III. SCOPE OF WORK: (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, quarterly cash needs, etc.)

There are four sub-projects as follows:

1. Westgate/Belvedere Homes Community Redevelopment Agency: North Westgate Infrastructure Improvements Project, Phase III

The North Westgate Infrastructure Improvements Project Phase III will improve the existing drainage basin within a residential neighborhood which was developed prior to the requirements for water quality treatment. Improvements to the approximate 64.7-acre basin during Phase III include construction of detention areas, regrading of swales, and replacement of the existing septic sewer system with a sanitary sewer system. Benefits of the project include a reduction in groundwater and surface water loadings of pollutants such as metals, nutrients, oxygen depleting materials and sediments within the contributing drainage area of the C-51 Canal.

The improvement project will benefit the Lagoon system in two ways. First, the retrofitting of the stormwater retention system which includes improving the swales, and constructing retention areas with new control structures, will help provide better water quality for the runoff which enters the Lagoon. Water quality improvements will be made prior to discharge into the adjacent canal system. Second, the infrastructure improvements will provide the residents with a sanitary sewer system which will replace the current septic system. This will eliminate the sewage which is being discharged by the septic systems into the groundwater which seeps into canals. The stormwater detention will also attenuate stormwater discharge rates and thereby reduce flooding potential to the area. The discharge attenuation will also help reduce peak discharges to the C-51 canal and LWL.

Project Start: January 2006
Construction Start: May 2006
Construction End: May 2007
Project Completion: September 2008

2. City of West Palm Beach: Lakewood, Edmore, Datura, and 3rd Street Pollution Control Devices Installation Project

The City of West Palm Beach has embarked on an aggressive plan to improve the Lake Worth Lagoon. The City's recent Storm Water Master Plan outlines several measures to be taken to reduce pollutants discharged to the Lagoon via the City's

storm water runoff. These measures include installation of pollution control devices (Suntree Nutrient Separating Baffle Box), drainage and sanitary pipe replacements, exfiltration systems and lake detention systems. This project includes the installation of storm water Pollution Control Devices (PCD's) on Lakewood Road, Edmore Road, Datura Street and 3rd Street, four of the City's primary drainage system pipes that outfall directly to the Lake Worth Lagoon.

The purpose of the Pollution Control Devices is to reduce the amount of trash, oils, greases and suspended solids entering the Lagoon in an attempt to reverse the adverse impacts caused by decades of untreated stormwater runoff. Each of these project sites will be surveyed to determine the appropriate locations for these devices. It is anticipated that the devices will be located near the outfall discharge point of each drainage system and within the City's right of way for easy access and cleaning. Required pipe relocations and or replacements/improvements immediately upstream of the structures and downstream to the outfall discharge point are also included in the project scope of work. The project will enhance water quality of runoff from a 451.1-acre watershed before it enters Lake Worth Lagoon. Pollution Control Devices have been reported to have the following treatment efficiencies: 75-90% removal of total suspended solids, 45-70% removal of nutrients (phosphorous and nitrogen) and 75-90 % removal of heavy metals. The City will estimate the pollutant load reduction of the installed storm water improvements in accordance with accepted design methods.

Project Start: June 2005
Construction Start: May 2006
Construction End: October 2007
Project Completion: March 2008

3. Lake Worth Lagoon Monitoring

The continuing Lake Worth Lagoon Monitoring Project will consist of various sub-projects with the overall objective being to determine whether the Lagoon's environmental health is improving based on the implementation of construction projects designed to benefit the Lagoon's habitat and water quality. The subproject for State Fiscal Year 2005-2006 will include 2006 Seagrass Mapping. This phase of monitoring will include: a 5 year assessment of the extent of seagrass based on a comparison between 2001 and 2006 aerial photography and is one the most critical aspects of the monitoring program.

Aerial photographs (scale 1:10,000) will be taken in summer 2006 and will be analyzed using the same methodology as for the 2001 photos. Groundtruthing will be conducted throughout the study area to improve the confidence level. Maps will be generated and evaluated for changes in seagrass coverage with particular emphasis on the areas in proximity to capital restoration projects that have been completed or are in the planning stages.

Deliverables: Photographs and maps of seagrass and other submerged aquatic vegetation. Spreadsheet and graphs comparing coverage by subregions and change over time. Written analysis of the results with recommendations for management of the lagoon.

Project Start: June 2006
Project Completion: September 2008

4. Grant Administration

Administrative functions provided by County staff for the Lake Worth Lagoon Restoration and Enhancement Projects include the following:

- Preparation and administration of subgrants associated with individual projects;
- Site inspections to track compliance with the terms of subgrantees contracts;
- Review of subgrantees invoices, progress reports and site inspection reports, consistent with individual contracts and Scopes of Services;
- Preparation of reports submitted to the Department on project status and funding; and
- Preparation of project modifications to the Scope of Services as may be appropriate and coordination of contract modifications with the Department and subgrantees.

Project Start: March 2006
Project Completion: September 2008

IV. PROJECT MILESTONES:

(i.e. timelines, contracts, if funded in prior year(s) where is the project now)

If the scope of work includes construction:

Estimated Construction start date: May 2006
Estimated scope of work completion date: March 31, 2009

V. LOCAL MATCH & OTHER GRANT FUNDS:

If local match is required, list the sources and amounts. Also list the sources and amounts for any other grant funds being used to fund this project.

SOURCE	AMOUNT(\$)
Palm Beach County Gas Tax Reserves-District 2 (Westgate/Belvedere CRA)*	\$292,000
Palm Beach County Development Block Grant (Westgate/Belvedere CRA)*	\$250,000
City of West Palm Beach Stormwater Bond	\$800,000
In-Kind (Lake Worth Lagoon Monitoring)	\$31,000
Ad-Valorem (Grant Administration)	\$31,052

* Westgate/Belvedere Homes Community Redevelopment Agency project is overmatched.

Disbursement Request Package

Legislative Projects (LP) Grants

1. Grantee/Recipient PALM BEACH COUNTY
2. Project Number LP6046 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial ☐ Final ☐
5. Federal Employer Identification Number _____
6. Mail ☐ EFT ☐ Send Remittance to: _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

- | | | |
|----|--|--------|
| 1. | Planning (attach invoices) | \$ |
| 2. | Engineering (attach invoices) | |
| 3. | Construction and Demolition (attach <u>invoices</u>) | |
| 4. | Technical Services during Construction (attach invoices) | |
| 5. | Other (list - must be specified in agreement) | |
| | | |
| | | |
| 6. | Total cumulative to date | \$ |
| 7. | Disbursements previously requested | \$ () |
| 8. | Amount requested for disbursement (line 6 minus line 7) | \$ |

Requests for Invoices already Paid:

- 1) Copy of Invoice
- 2) Proof of Payment

Requests for Invoices not yet Paid:

- 1) Copy of Invoice
- 2) Advance Payment Justification (one per quarter)
- 3) Advance Payment – Interest Earned (after initial advance)

***If prior Disbursement Request was requested by invoices without proof of payment documentation, proof of the prior payment will be required before this request can be disbursed.**

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

**Florida Department of Environmental Protection
Bureau of Water Facilities Funding MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400**

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**Grant Manager's Certification
of Disbursement Request**

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default of any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

**Engineer's Certification
of Disbursement Request**

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Rule 62-600 or Rule 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department or are identified and attached hereto.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

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ATTACHMENT C
PROGRESS REPORT FORM

DEP Agreement No.:	LP6046		
Grantee Name:	PALM BEACH COUNTY		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP6046 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive

Office of the Governor and the Chief Financial Officer; and Chapters 10.55 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census

1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:
- Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Department of Environmental Protection at the following address:
- Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
- B. The Auditor General's Office at the following address:
- State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:
- Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTIO.

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

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EXHIBIT – 1

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

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LI 1717A – Ecosystem Management & Restoration TF	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	141116-05

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/>]. 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 E
ADVANCE PAYMENT - INTEREST EARNED MEMORANDUM
WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO:

FROM: Darinda McLaughlin, Finance and Accounting Director
Bureau of Finance and Accounting, MS 78

DATE:

SUBJECT: Advance Payment - Contract No.
Interest Due to DEP:

Pursuant to Section 216.181(16), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the unused portion of the advanced funds and/or interest due, advance approval of the Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records no later than _____.

- | | | |
|--|----|-------|
| Initial advance funding disbursed _____ | \$ | _____ |
| 1. Advanced funds principle expended or returned by contractor covering period of _____ to _____ | \$ | _____ |
| 2. Balance advance funding principle available | \$ | _____ |
| 3. Interest earned on advanced funds covering period of _____ to _____ | \$ | _____ |
| 4. Amount of interest paid to DEP as of _____ | \$ | _____ |
| 5. Interest balance due to DEP as of _____ | \$ | _____ |

(Project Manager's Signature)

(Date)

Special Instructions: If the grant/contract specifies that any accrued interest, which is based upon a grant/contract advance payment(s), will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables; or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

ATTACHMENT F
ADVANCE PAYMENT JUSTIFICATION FORM

Use of this form is not required unless the advance requested requires the prior approval of the Comptroller. For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior Comptroller approval.

Name/Address of the Vendor/Recipient:			
Contact Person/Phone No.:			
Agreement No./Purchase Order No. (if known):	LP6046		
Commodities/Services/Project Description:			
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)			
Value of Purchase or Grant:			
Advance Payment Amount Requested:			
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup <input type="checkbox"/> Quarterly	<input type="checkbox"/> Full Contract Period <input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S.		<input type="checkbox"/> 216.181, F.S.
GAA Year and Line Item Info:	SFY:	Line Item:	
1. Reason advance payment is required:			
2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Comptroller's Voucher Processing Handbook) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.			
A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Insurance, Division of Treasury at 850/413-2776 or SunCom 293-2776 regarding the current Treasury earnings rate.			
B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:			

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ATTACHMENT F

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

ATTACHMENT F

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries				
(Identify personnel/titles)				
Fringe Benefits				
Contractual Services				
(list services and estimated costs)				
Equipment				
(Identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____ Date: _____
 Type Name of Signatory:
 Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: ☐ Approve Request ☐ Deny Request

By: _____ Date: _____
 Type Name of Signatory:

Title: Bureau: Division:

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

2009 - 0357

BGEX - 380 - 111408*541

BGRV - 380 -111408*176

BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3654 Environmental Capital Projects Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended 12/5/2008	REMAINING BALANCE
<u>REVENUES</u>						
381-E111 Environmental Restoration 3439 State Grant Physical Enviro	0	0	35,000	0	35,000	
581-P599 John Prince Campground Phase 2 3439 State Grant Physical Enviro	0	0	165,000	0	165,000	
TOTAL RECEIPTS & BALANCES	0	0	200,000	0	200,000	
<u>EXPENDITURES</u>						
381-E111 Environmental Restoration 3401-Other Contractual Services	0	0	35,000	0	35,000	35,000
581-P599 John Prince Campground Phase 2 6520-Parks Improvements	0	0	165,000	0	165,000	165,000
TOTAL APPROPRIATIONS & EXPENDITURES	0	0	200,000	0	200,000	

Environmental Resources
Management

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

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

[Signature] 12-5-08
[Signature] Richard E. Wainwright 11/20/08
BL 12/4/08 SH 12/5/08

December 16, 2008

Deputy Clerk to the
Board of County Commissioners

2009 - 0357

BGEX - 380 - 111408*541

BGRV - 380 -111408*176

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3654 Environmental Capital Projects Fund

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Environmental Resources
Management

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

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

[Signature]
12-5-08

[Signature]
[Signature] 11/20/08
12/4/08

12/15/08

December 16, 2008
Deputy Clerk to the
Board of County Commissioners