

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 17, 2009 (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:

A) approve Interlocal Agreement with the Westgate/Belvedere Homes Community Redevelopment Agency (CRA) in an amount not to exceed \$250,000 for infrastructure improvements to the North Westgate stormwater drainage basin through the Chain of Lakes Partnership Grant Program (COLPGP); and

B) authorize the County Administrator or his designee to sign all future time extensions, task assignments, certifications and other forms associated with the Westgate/Belvedere Homes CRA Amendment, and make necessary minor amendments that do not change the scope of work or terms and conditions of the Westgate/Belvedere Homes agreement.

Summary: On April 10, 2007, the BCC approved a \$1,250,000 Amendment No. 1 (R2007-0531) to the State's Department of Environmental Protection (FDEP) Grant Agreement No. LP6077 for the COLPGP. Construction projects benefiting Chain of Lakes habitat and water quality will be administered as subgrants via Interlocal Agreements with the responsible entities. The total grant funding for the projects is \$2,050,000. A 100% match is required from the local entities. Countywide (SF)

Background and Justification: Since 2005, the State Legislature has supported the restoration and enhancement of Chain of Lakes by appropriating a total of \$3,000,000 for the COLPGP. A qualified project is deemed to be a construction project designed to provide measurable improvement to the Chain of Lakes. The County acts as the grant administrator and facilitates a 'Request for Proposals' process to solicit projects from local sponsors.

The FDEP Agreement will reimburse \$250,000 for the Westgate Belvedere Homes CRA (North Westgate Infrastructure Improvements Project-Phase 5 & 6). The FDEP 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 COLPGP. The County acts as the pass through agency for the Westgate/Belvedere Homes CRA.

Attachments:

- 1. Interlocal Agreement

Recommended by: Richard E. Walerly 2/11/09
Department Director Date

Approved by: J. Walker 2/25/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	20010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>250,000</u>	_____	_____	_____	_____
External Revenues	<u>(250,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
Cash Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No _____
 Budget Account No.: Fund 3900 Department 381 Unit E111
 EXP 8101
 Program WGRA

B. Recommended Sources of Funds/Summary of Fiscal Impact
 Chain of Lakes Partnership Grant

C. Department Fiscal Review: *JF*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:
 * On April 10, 2007, the Board approved Amendment 1 to the Grant Assistance Agreement IP6077 with FLEP to provide \$250,000 for the Westgate CRA's.

Jan Orl 2-18-09
 OFMB *WO 2/18/09 SN 2/17/09 CN 2/13/09*
2/18/09
John J. Jacoby 2/19/09
 Contract Administrator

B. Legal Sufficiency: *M...*
 Assistant County Attorney
 This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND
THE WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY**

This Interlocal Agreement (hereinafter "Agreement") is made the _____ day of 2009, between the Westgate/Belvedere Homes Community Redevelopment Agency (CRA), a public entity, located in Palm Beach County, Florida (hereinafter "Grantee") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

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

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

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, the County desires to environmentally restore and enhance the Chain of Lakes (COL) in order to increase native habitat and improve fisheries; and

WHEREAS, the County recognizes that an improvement in the quality of the COL waters is essential to the restoration of the COL as a habitat for littoral and estuarine flora and fauna; and

WHEREAS, pursuant to Florida Department of Environmental Protection (DEP) Agreement No.

3

LP6077, the County has received a grant from the DEP for the purpose of conducting environmental enhancement and restoration of the COL; and

WHEREAS, the County wishes to encourage public entities that impact the COL to protect, restore and enhance their littoral and estuarine habitats and improve the water quality of the COL.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, and for such other good and valuable consideration the receipt of which the parties hereto acknowledge, the parties hereby agree to the following:

ARTICLE 1: EFFECTIVE DATE AND TERM:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until December 31, 2010, unless otherwise terminated as provided in Article 3 & 12 herein. The County reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

ARTICLE 2: PROJECT TO BE COMPLETED BY THE GRANTEE:

The Grantee agrees, during the term of this Agreement, to construct a project that will benefit Chain of Lakes as specifically set forth in Exhibits A and B attached hereto and made a part hereof. The Grantee shall coordinate work on the project with the County's Department of Environmental Resources Management, hereinafter referred to as the Sponsoring Department, and shall submit all invoices, reports and records to the Sponsoring Department, as specifically set forth in Exhibit C and Article 9, hereof.

ARTICLE 3: PAYMENTS TO GRANTEE/REIMBURSABLE:

1. The County shall reimburse the Grantee for construction expenses in an amount not to exceed \$250,000 provided the Grantee completes the project as described in Exhibits A and B and meets the minimum estimated match requirement of \$250,000 or 50% of the total project cost, whichever is less. Activities eligible for reimbursement include construction and construction-related costs that are incurred after the effective date of this Agreement. Activities eligible for match requirements include construction costs, (actual) contributions (e.g., equipment usage/direct operating expenses/in-kind

4

services), and funding from other grants. Reimbursement for costs related to in-kind services (e.g., planning, permitting & design) shall be limited to salaries and fringe benefits. Eligible matching funds will qualify for reimbursement provided they are incurred after April 4, 2006. Grant funding may be used to match grants from other sources; however, the Grantee cannot submit reimbursement requests for the same expenses to more than one funding source or more than one County or State-funded program.

2. The Grantee shall bill the County quarterly (by March 31, June 30, September 30 and December 31)) in accordance with Exhibit B, Paragraph 5, for expenses actually incurred and paid, up to the amounts set forth in Exhibits A and B, for the project. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance by the County of a properly completed Progress Report Form and the Payment Summary Form, as set forth in Exhibit C, and Grantee and Engineer's certifications, as set forth in Exhibits D and E. In addition to the Payment Summary Form, the Grantee must also provide, from its accounting system, a list of expenditures in detail sufficient to evidence actual payment. The list shall include but shall not be limited to a description of the goods/services purchased, the date of the transaction, voucher number, the amount paid and vendor name, and a statement that said expense was necessary in the performance of the Project Work Plan and Scope of Work described in Exhibits A and B, respectively. Within seven (7) calendar days of request by the County, the Grantee shall supply any further documentation such as copies of paid receipts, canceled checks, invoices or other documents deemed necessary by the County. All supporting invoices and receipts must clearly state that goods and/or services were invoiced to Grantee and not to an individual or "Cash." Reimbursement requests received from the Grantee will be initially reviewed by the Sponsoring Department, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411. If the Sponsoring Department determines that expenditures have been made in conformity with this Agreement, it will send the payment request to the County's Finance Department for final approval and payment. Invoices must be submitted along with the quarterly and final reports, as described in Article 9 below. Failure to submit completed reports within the specified timeframe will result in a delay in payment and/or termination of this Agreement.

5

ARTICLE 4: AVAILABILITY OF FUNDS:

The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County and by the State of Florida.

ARTICLE 5: INSURANCE:

1. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Grantee acknowledges it is self-insured under State Sovereign Immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature, which the County agrees to recognize as acceptable coverage for General Liability and Automobile Liability insurance.
2. In the event the Grantee does not rely exclusively on sovereign immunity as provided by Section 768.28, Florida Statutes, the Grantee shall agree to maintain third-party Commercial General Liability and Automobile Liability at limits not less than \$1,000,000 per occurrence.
3. The Grantee agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440.
4. The Grantee shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above required coverages. The Certificate Holder will be: Palm Beach County, Department of Environmental Resources Management, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743.
5. The Grantee shall require each Contractor engaged by Grantee for work associated with this Agreement to maintain:
 - A. Worker's Compensation coverage, in accordance with Florida Statutes, including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
 - B. Commercial General Liability insurance at limits not less than \$1,000,000 each occurrence. The County and Grantee shall be added as an "Additional Insured".
 - C. Business Auto insurance with limits of not less than \$1,000,000 for each accident.
 - D. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of its construction contract, in accordance with Florida Statute 255.05.

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

ARTICLE 6: INDEMNIFICATION:

Without waiver of limitation as provided for in Section 768.28, Florida Statutes, as may be amended from time to time, and to the extent permitted by law, the County agrees to indemnify and hold harmless the Grantee from any claims, losses, demands or cause of action of whatsoever kind or nature that the Grantee, its agents or employees, may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement that result from the County's negligence or willful misconduct. Without waiver of limitation as provided for in Section 768.28, Florida Statutes, as may be amended from time to time, and to the extent permitted by law, the Grantee agrees to indemnify and hold harmless County from any claims, losses, demands or cause of action of whatsoever kind or nature that the County, its agents or employees, may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement that result from the Grantee's negligence or willful misconduct. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

ARTICLE 7: WARRANTY/PERSONNEL:

The Grantee, as an independent contractor and not an agent, representative, or employee of County, warrants that all project-related services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Grantee further represents that it has, or will secure at its own expense, all necessary personnel required to complete the project under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to complete such project. Such personnel shall not be employees of or have any contractual relationship with the County.

ARTICLE 8: EQUAL OPPORTUNITY PROVISION:

The County and the Grantee agree that no person shall, on the grounds of race, color, creed, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression be excluded from the benefits of this Agreement or be subjected to any form of discrimination while performing

under this Agreement.

ARTICLE 9: GRANTEE'S PROJECT-RELATED AGREEMENTS:

The Grantee further agrees:

1. To allow the County through its Sponsoring Department to monitor Grantee to assure that the project is completed as outlined in the Exhibits A and B.
2. To provide funds to the County to meet the minimum eligible match requirement of \$250,000 or to pay 50% of the total project costs, whichever is less.
3. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Agreement.
4. That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
5. To provide annual audit reports and other documentation to the Sponsoring Department as required under the Florida Single Audit Act.
6. That the County shall be promptly reimbursed for any funds that the County determines have been misused or misspent.
7. To complete the project and submit a final project report and invoices to the County 30 days prior to the Estimated Project Completion Date identified in Attachment A of Exhibit B and the Expiration Date identified in Article 1 above.
8. To include the following in the final project report:
 - A. A one-two page written summary describing the project, including the project name, physical location of the project, GPS coordinates, DEP Agreement number and County Agreement number.
 - B. The following additional components:
 - i. Identification of project benefit(s) to the Chain of Lakes;
 - ii. Photographs taken before, during and after construction;
 - iii. Certification of Completion by Grantee and Engineer's Certifications that project was constructed as proposed (Exhibits D and E);
 - iv. Total Final Project Cost;
 - v. Total Matching Funds;
 - vi. Total Grant Award Amount;
 - vii. A Progress Report Form and a Final Payment Request Summary Form (Exhibit C) for reimbursement of remaining eligible expenditures, including backup documentation; and
 - viii. A copy of a brief press release highlighting the successes of the project and acknowledging the contribution of the grant towards the project success.

8

ARTICLE 10: ACCESS AND AUDITS:

Grantee shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement, in accordance with generally accepted accounting principles. The County shall have access to all books, records, and documents as required in this Agreement for the purpose of inspection and/or audits, during normal business hours, during the term of this Agreement, and for at least three (3) years after completion of the project. In the event any work is subcontracted by Grantee, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

ARTICLE 11: PUBLIC ENTITY CRIME CERTIFICATION:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, the Grantee certifies that its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

ARTICLE 12: TERMINATION:

This Agreement may be terminated by either party upon thirty (30) days written notice by the terminating party to the other party, provided the County will not arbitrarily or unreasonably deny funding to Grantee under the terms and conditions set forth herein, if Grantee is not in breach of this Agreement.

ARTICLE 13: NOTICE:

Any notice given under the provisions of this Agreement shall be in writing and shall be delivered by United States mail or hand delivery. All notices required by this Agreement shall be considered delivered upon receipt. Should any Party change its address, written notice of such new address shall promptly be sent to the other party. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and

9

delivery to such addresses shall constitute binding notice given to each party:

County: Department of Environmental Resources Management
Attn: Director
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Phone: (561) 233-2400
Fax: (561) 233-2414

With a Copy to: Palm Beach County Attorney's Office
Chief Deputy County Attorney
301 North Olive Ave, Suite 601
West Palm Beach, FL 33401

Grantee: Fred Wade, Chairman
Westgate/Belvedere Homes CRA
160 Australian Ave., Suite 500
West Palm Beach, FL 33406
Phone: (561) 233-3636
Fax: (561) 233-3651

ARTICLE 14: ENFORCEMENT COSTS:

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

ARTICLE 15: COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services 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.

ARTICLE 16: VENUE AND GOVERNING LAW:

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

10

ARTICLE 17: REMEDIES CUMULATIVE:

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18: INCORPORATION BY REFERENCE:

Exhibits A through E attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by such reference.

ARTICLE 19: SEVERABILITY:

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

ARTICLE 20: AMENDMENTS AND CHANGE ORDERS:

1. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
2. Any minor modification to Exhibit A or B of this Agreement shall be submitted in writing to the County as a "Change Order" and shall be subject to the approval, prior to implementation, of both the County and the State in accordance with Exhibit B, Section 20.

ARTICLE 21: WAIVER:

Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by any party its successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall

not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

ARTICLE 22: CAPTIONS:

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 23: ENTIRETY OF AGREEMENT:

The County and the Grantee agree that this Agreement and all attachments hereto set forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. Notwithstanding, the Grantee acknowledges that Exhibits A and B of this Agreement have been developed from Grantee's funding application, Grantee acknowledges that the County expects Grantee to perform this Agreement in accordance with such application. In the event of a conflict between the Grantee's funding application and this Agreement, this Agreement shall control.

(The remainder of this page intentionally left blank.)

12

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

WESTGATE/BELVEDERE HOMES CRA

PALM BEACH COUNTY, FLORIDA

BY ITS BOARD OF COUNTY

COMMISSIONERS

By: Frederick G. Wade, Chair

By: _____

Frederick G. Wade, Chairman Date
Westgate Board of Commissioner

John F. Koons, Chairman Date

ATTEST:

ATTEST:

By: _____

By: _____

Date

Sharon R. Bock, Clerk & Comptroller Date

APPROVED AS TO FORM AND

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

LEGAL SUFFICIENCY:

By: Thomas J. Baird
Attorney Thomas J. Baird

By: _____

Assistant County Attorney

APPROVED AS TO TERMS AND

CONDITIONS:

By: Richard E. Wolby

Director, Department of Environmental
Resources Management

13

APR 16 2007

STATE FINANCIAL ASSISTANCE AGREEMENT
AMENDMENT 1 TO GRANT ASSISTANCE AGREEMENT LP6077
PALM BEACH COUNTY

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

THIS AGREEMENT as entered into May 4, 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 December 31, 2010; and,

WHEREAS, the maximum compensation amount of the Agreement will be increased by \$1,250,000 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 December 31, 2008 to December 31, 2010.
2. Paragraph 3A is hereby revised to increase the maximum compensation amount of the Agreement from \$800,000 to \$2,050,000 (an increase of \$1,250,000). The parties hereto agree that the Grantee is responsible for providing an additional match of \$1,250,000 for a total match amount of \$2,050,000 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, Revised Project Work Plan is attached hereto and made a part of the Agreement providing for the additional funds appropriated. All references in the Agreement to Attachment A shall hereinafter refer to Attachment A and Attachment A-1, Project Work Plans.
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

PALM BEACH COUNTY

APR 10 2007

By: Addie L. Greene
Addie L. Greene, Chairperson
Board of County Commissioners

Date: APR 10 2007

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Acting Director Deputy Director
Division of Water Resource Management

Date: APR 30 2007

[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 H. Bock, Clerk & Comptroller
Palm Beach County
[Signature]
Deputy Clerk

Attachments/Exhibits included as part of this Amendment:

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

ATTACHMENT A-1 REVISED 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/ Department of Environmental Resources Management
Project Title:	Palm Beach County Chain of Lakes Restoration
DEP Grant #:	LP6077/1

II. FUNDING PLAN:

Category of Expenditure	2006-2007 LP Grant Funds Provided	2006-2007 Match Required	Total 2006-2007 Funding
Professional Services	N/A		
Construction	\$1,250,000	\$1,250,000	\$7,040,000
Land	N/A		
Equipment	N/A		
Other (Specify)	N/A		
Total	\$1,250,000	\$1,250,000	\$7,040,000

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

In accordance with the approved State of the Lakes Management Plan for the Chain of Lakes, the project encompasses sub-projects identified in the State of the Lakes Plan and the Chain of Lakes Water Quality & Pollutant Loading Evaluation Report

Project 1 - C-51 Muck Removal (Pilot Project)

This is an environmental enhancement project to remove muck sediments from the C-51 canal which is the most significant source of sediment and nutrient loading affecting the Chain of Lakes and Lake Worth Lagoon (a designated "priority" surface water body). Muck will be dredged from the C-51, dewatered and trucked to various locations for beneficial re-use on Palm Beach County parks, natural areas and FDOT road right-of-ways. The project has been designed and permitted and is currently under construction.

An estimated project timeline for the project is as follows:

Item	Completion Date
Task 1 - Complete design	January 2006
Task 2 - Advertise for bids, receive and award bids	July 2005
Task 3 - Construction	Jan 2006 - June 2008
Task 4 - Project close-out	October 2008

Project 2 - North Westgate Phase V & VI (Stormwater/Septic)

Project involves improving an antiquated drainage system by installing drainage basins, regrading swales, constructing dry retention areas, and replacing the sewer/septic system with a sanitary sewer system. The project has been designed and permitted by SFWMD.

An estimated project timeline for the project is as follows:

Item	Completion Date
Task 1 - Complete design	2001-2006 Completed
Task 2 - Issue for bids, receive and award bids	March 2007-June 2007
Task 3 - Construction	August 2007- September 2010
Task 4 - Project close-out	December 2010

Project 3 - Chain of Lakes Habitat Restoration

Project involves restoration and enhancement activities which include removal of invasive exotic plants in uplands and wetlands and planting aquatic vegetation on existing littoral shelves, creating hardwood wetlands, enhancing tropical hardwood hammocks, removing accumulated organic muck sediments, installing box culverts to hydraulically connect and

improve flow between water bodies, excavating open channels to enhance water movement and provide fisheries habitat, and install shoreline stabilization features, using a combination of stone and geogrid material, to reinforce shorelines.

An estimated project timeline for the project is as follows:

Item	Completion Date
Task 1 - Complete design	January 15, 2008
Task 2 - Issue for bids, receive and award bids	April 2008
Task 3 - Construction	July 2008 - March 2010
Task 4 - Project close-out	July 2010

Project 4 - Mechanical Harvesting Pilot Project

This project will entail the use of a mechanical harvester to remove large stands of nuisance macrophytes from the Cham of Lakes system and monitoring the effectiveness of this methodology.

An estimated project timeline for the project is as follows:

Item	Completion Date
Task 1 - Issue for bids, receive and award bids	April 2009
Task 3 - Project commencement	July 2009 - December 2009
Task 4 - Project close-out	March 2010

Project 5 - Monitoring Outreach Studies

10% of grant will be used to conduct water quality monitoring, stormwater retrofit and muck dredging feasibility studies and provide public outreach via kiosks, brochures and educational material to improve understanding of threats to the system and possible solutions.

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:	January 2006
Estimated scope of work completion date:	December 2010

V. LOCAL MATCH & OTHER GRANT FUNDS:

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

SOURCE	AMOUNT(S)
2006-2007 DEP 1 P6077/1 grant	\$1,250,000
DEP pass thru	\$250,000
SEWMD	\$750,000
2005-2006 DEP 1 P6077	\$800,000
Palm Beach County Funding	\$2,600,000
FFYA	\$990,000
FFWCC grant	\$400,000
Total Project Cost	7,040,000

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 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.lcg.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:

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 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

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

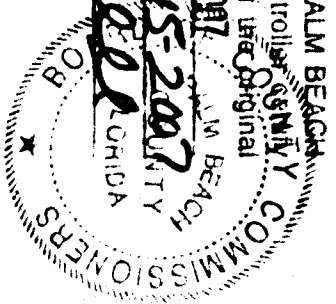
Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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	\$800,000	140047-06
Amend 1	LI 1821 - Ecosystem Management & Restoration TF	2006-2007	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,250,000	140047-07

Total Award	\$2,050,000
-------------	-------------

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.

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, SHARON R. BOCK, Clerk & Comptroller
 this to be a true and correct copy of the original
 APR 10 2007
 S-15-2007
 By: *Sharon R. Bock*
 Deputy Clerk


22