

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** April 7, 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 approve:

**A) approve** Grant Agreement No. 08265 with the Florida Fish and Wildlife Conservation Commission (FWC) that provides \$19,808 for monitoring thirty-one (31) reefs, including nine (9) artificial reefs built using construction grants from FWC;

**B) approve** Budget Amendment of \$19,808 in the Environmental Enhancement Non-Specific Fund; and

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

**Summary:** This FWC Grant Agreement will reimburse the County \$19,808 for monitoring activities associated with thirty-one (31) reefs. The majority of the work will be performed by the volunteer Palm Beach County Reef Research Team (RRT). The expiration date of the Grant Agreement is December 1, 2010 and no matching funds are required. Districts 1, 4 & 7 (SF)

**Background and Justification:** The FWC considers monitoring an essential component of artificial reef development, and when evaluating applications for their construction grants, gives preference to programs that monitor their reefs. The FWC considers Palm Beach County and the volunteer RRT to be leaders in the State in monitoring activities among county programs and volunteer groups. The RRT uses highly-trained volunteers to provide scientific data on the biological value of reefs at a very low cost and has been performing this work for the county since 1991. The monitoring proposal was ranked one of the highest in a competitive review process. Grant funding is used to pay for boat charters and supplies. Volunteers have been donating more than 2,700 hours of their time each year to perform this monitoring since 1992.

**Attachments:**

1. Grant Agreement
2. Budget Amendment (1225)

**Recommended by:**

Richard E. Walcott  
Department Director

3/12/09

Date

**Approved by:**

[Signature]  
County Administrator

3/16/09

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>19,808</u>	_____	_____	_____	_____
External Revenues	<u>(19,808)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Florida Fish & Wildlife Conservation Commission

### C. Department Fiscal Review:

*JF*

## III. REVIEW COMMENTS

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

*John D. ... 3-23-09*  
OFMB *3/24/09* *110* *3/19/09*

*Am. J. ... 3/23/09*  
Contract Development and Control  
*6 June 3/23/09*

### B. Legal Sufficiency:

*Mark ...*  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

**FWC Grant No.FWC-08265**

**GRANT AGREEMENT  
BETWEEN  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
AND  
PALM BEACH COUNTY  
FOR  
ARTIFICIAL REEF MONITORING PROJECT**

THIS GRANT AGREEMENT is entered into by and between the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, whose address is 620 South Meridian Street, Box 4B2, Tallahassee, Florida 32399-1600, hereafter "**COMMISSION**", and the **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401, hereafter "**GRANTEE**".

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

**DUTIES OF THE GRANTEE**

1. Scope of Services

The **GRANTEE** shall perform the services and specific responsibilities as set forth in Attachment A, entitled "Scope of Services", attached hereto and made a part hereof.

2. Contractor Eligibility

The **GRANTEE** shall be licensed as necessary to perform under this Grant Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the **COMMISSION** upon request.

**TERM OF AGREEMENT**

3. This Agreement shall begin upon execution by both parties and end on December 1, 2010, inclusive. The **GRANTEE** shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.

**COMPENSATION**

4. As consideration for the services rendered by the **GRANTEE** under the terms of this Agreement, the **COMMISSION** shall pay the **GRANTEE** on a fee schedule basis in an amount not to exceed **\$19,808.00**, as specific in Attachment A (Scope of Services).

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### **PAYMENTS**

5. The **COMMISSION** shall pay the **GRANTEE** for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the **COMMISSION's** Contract Manager. Each invoice shall include the FWC Grant Number and the **GRANTEE's** Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The **COMMISSION** shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for reimbursement shall be submitted following successful completion of each artificial reef project task described in Attachment A, Scope of Services.

6. No travel expenses are authorized under the terms of this Agreement.

7. For Agreements whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

8. Invoices, including backup documentation, shall be submitted to:

William Horn, Environmental Specialist III  
Florida Fish and Wildlife Conservation Commission  
Division of Marine Fisheries Management  
2590 Executive Center Circle East, Suite 203  
Tallahassee, Florida 32301

### **TERMINATION**

9. This Agreement shall terminate immediately upon the **COMMISSION** giving written notice to the **GRANTEE** in the event of fraud, willful misconduct, or breach of this Agreement.

10. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date and justification for termination, by certified mail, return receipt requested, at least forty-five (45) days prior to the termination date specified in the notice.

### **TAXES**

11. The **GRANTEE** recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the term of this Agreement.

### **NOTICE**

12. Unless a change of address is given, any and all notices shall be delivered to the parties at the following addresses:

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**GRANTEE**

Richard E. Walesky, Director  
Palm Beach County DERM  
2300 North Jog Rd., 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743  
(561) 233-2513  
rwalesky@pbcgov.org

**COMMISSION**

William Horn, Environmental Specialist III  
Fish and Wildlife Conservation Commission  
2590 Executive Center Circle East, Suite 203  
Tallahassee, Florida 32301  
(850) 487-0580, Ext 208  
bill.horn@myfwc.com

With a copy to:  
Palm Beach County Attorney's Office  
301 N. Olive Ave.  
West Palm Beach, FL 33401

**AMENDMENT OR MODIFICATION**

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

**RELATIONSHIP OF THE PARTIES**

14. The **GRANTEE** shall perform as an independent agent and not as an agent, representative, or employee of the **COMMISSION**.

15. The **GRANTEE** covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

16. The parties agree that there is no conflict of interest or any other prohibited relationship between the **GRANTEE** and the **COMMISSION**.

**INSURANCE REQUIREMENTS**

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

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

19. The **GRANTEE**, as an independent contractor and not an agent, representative, or employee of the **COMMISSION**, agrees to carry adequate liability and other appropriate forms of insurance. The **COMMISSION** shall have no liability except as specifically provided in this Agreement.

#### **CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES**

20. This Agreement may be unilaterally canceled by the **COMMISSION** for refusal by the **GRANTEE** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **GRANTEE** on conjunction with this Agreement.

#### **RECORD KEEPING REQUIREMENTS**

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

#### **LIABILITY**

22. 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. 6

### **NON-DISCRIMINATION**

23. 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.

### **PROHIBITION OF DISCRIMINATORY VENDORS**

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

### **NON-ASSIGNMENT**

25. This Agreement is an exclusive agreement for services and may not be assigned in whole or in part without the written approval of the **COMMISSION**.

### **REMEDIES**

26. The **GRANTEE** shall perform the services in a proper and satisfactory manner as determined by the **COMMISSION**.

27. It is understood by the parties that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

### **SEVERABILITY AND CHOICE OF VENUE**

28. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

### **NO THIRD PARTY RIGHTS**

29. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

### **JURY TRIAL WAIVER**

30. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against another party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

### **DIVISION OF MARINE FISHERIES REQUIREMENTS**

31. The **GRANTEE** agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The **GRANTEE** will obtain a minimum of two written quotes for any subcontracts required for Agreements in the amount of \$25,000 or less, and the **GRANTEE** will publicly advertise and send bid specifications to a minimum of five (5) potential subcontractors for any subcontracts required for Agreements in excess of \$25,000.

32. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph 31.

33. The **GRANTEE** shall include Attachment A (Scope of Services) *verbatim* in all bid specifications. All bid specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.

34. The **GRANTEE** shall submit a copy of the draft subcontract to the **COMMISSION's** Contract Manager for approval within ninety (90) days following the execution date of this Agreement.

35. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.

36. A summary of the vendor replies and recommended subcontractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.

37. A copy of this contract should be provided to all subcontractors and incorporated by reference in all subcontracts. All such subcontracts in excess of \$5,000 shall be in writing.

38. The **GRANTEE** agrees to acknowledge the role of Florida saltwater fishing license funding in any publicity related to this Agreement.

39. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement. The **GRANTEE** also agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including



the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

40. The harvest of all marine species regulated under Title 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified. If harvest is required for research purposes, then a special request in writing must be made to the **COMMISSION's** Grant Manager for written approval with guidance for the appropriate licensing requirements.

#### **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS**

41. The Florida Single Audit Act requires all non-state organizations (**GRANTEE**) who are recipients of State financial assistance to comply with the audit requirements of the Act, pursuant to Section 215.97, Florida Statutes. In addition, recipients and subrecipients (**GRANTEE**) of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the **GRANTEE** shall be required to comply with the audit requirements outlined in Attachment B, titled "Requirements of the Federal and Florida Single Audit Acts", attached hereto and made a part of this Agreement, as applicable.

42. 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.

#### **CERTIFICATE OF CONTRACT COMPLETION**

43. The **GRANTEE** will be required to complete a Certificate of Contract Completion form when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

#### **CERTIFICATE OF PARTIAL PAYMENT**

44. The **GRANTEE** will be required to complete a Certificate of Partial Payment form when payment intervals have been noted in the Agreement. This form must be submitted to the **COMMISSION's** Contract Manager starting with the second invoice and with each subsequent

invoice requesting partial payment. The COMMISSION's Contract Manager shall submit the executed form with the invoice to Accounting Services.

#### **ENTIRE AGREEMENT**

45. This Agreement with all incorporated attachments and exhibits 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, and duly signed by each of the parties hereto, unless otherwise provided herein.

#### **RIGHTS IN INTELLECTUAL PROPERTY**

46. All items, materials or products, of any description, produced or developed by the GRANTEE for the COMMISSION in connection with this Grant Agreement shall be the exclusive property of the COMMISSION and the State of Florida and may thereby be copyrighted, patented, or otherwise protected as provided by law. Neither the GRANTEE, nor its employees, representatives or subcontractors shall have any proprietary interest in the products and materials developed under this Grant Agreement. Publishing rights to the information resulting from this grant agreement are hereby granted to the GRANTEE, and to any not-for-profit subcontractors. Notwithstanding the foregoing, to the extent that any materials produced or developed by the GRANTEE in connection with this Grant Agreement constitute public records, the GRANTEE shall copy or provide access to such records in accordance with Chapter 119, the Florida Public Records Law.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

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

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

By: \_\_\_\_\_  
(Authorized Signatory\*)

By: \_\_\_\_\_  
Director, Division of Marine Fisheries  
or Designee

John E. Koons, Chairman  
(Print Signatory's Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Palm Beach County Board of County Commissioners  
(Grantee)

301 N. Olive Avenue  
(Address)

West Palm Beach, Florida 33401  
(City, State, and Zip Code)

59-6000785  
(Federal Employer Identification Number)

Approved as to form and legality:

Approved as to  
Terms and conditions:

Richard E. Walesky  
Richard E. Walesky, Director  
Environmental Resources Management

Shirley M. Muralie  
FWC Attorney

Palm Beach County Board of County Commissioners  
Reimbursement Check Remittance Address:

2300 North Jog Road, 4<sup>th</sup> Floor  
(Address)

West Palm Beach, Florida 33411-2743  
(City, State, and Zip Code)

\*If someone other than the Chairman signs this Agreement, a statement or other document authorizing that person to sign the Agreement on behalf of the County must accompany the Agreement. //

List of Attachments included as part of this Agreement:

Attachment A

Attachment B

Exhibit 1

Scope of Services

Requirements of the Federal and Florida Single Audit Acts

State and Federal Funds Awarded through the Florida Fish and Wildlife  
Conservation Commission

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ATTACHMENT A  
SCOPE OF SERVICES  
PALM BEACH COUNTY  
ARTIFICIAL REEF MONITORING GRANT

**INTRODUCTION**

The objectives of this project are:

- (1) Assess and compare fish and benthic assemblages on artificial reefs of differing structural makeup versus adjacent natural reefs; artificial reefs include a ship, a ship with concrete and a nearby limerock corridor, a large concrete reef, and a lime rock corridor.
- (2) Compare the effects of increasing artificial reef complexity on fish assemblages by the addition of the corridors to the 4-ship Governor's River Walk Reef, including comparing benthic assemblages on the two substrates, lime rock versus concrete deployed at the same time.
- (3) Characterize the physical status of ships of differing ages and structural integrities.
- (4) Assess and compare artificial reefs of different structural materials, depths, and ages emphasizing hard coral and octocoral colonization with a goal of providing ERM data for creating criteria for evaluating the artificial reefs.

To accomplish these objectives, the GRANTEE will perform a maximum of thirty eight (38) monitoring events over the contract period. These monitoring events are described in the tasks below.

**TASKS**

The GRANTEE shall be responsible for completion of the following tasks:

**TASK-1-General reef Assessments**

In 2009 general assessments will be performed on fifteen (15) artificial reefs being evaluated for long-term trends and stability and five (5) natural reefs for comparison.

In 2010 general assessments will be performed on thirteen (13) artificial reefs being evaluated for long-term trends and stability and five (5) natural reefs for comparison.

General assessment monitoring events will include:

- (1) Physical Data, e.g ., visibility, air/water temperature, sea state, currents,
- (2) Physical status of the artificial reef, e.g scour, shifting, signs of artificial reef deterioration, and average and maximum relief,
- (3) DGPS positions to generate maps,
- (4) Photos and video of representative views and benthic substrate,

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- (5) Stationary and roving fish counts including estimate of juvenile/larval fish density and description of habitat preferences,
- (6) Macro invertebrates species list and relative abundance,
- (7) Algal bloom assessments (species and extent), if present
- (8) Sea turtle observations, e.g., species, size, activity, reaction to diver, etc.

#### DATA FORMAT

The GRANTEE's data are stored in an MS Access-based database. Data will be converted to MS Excel files for submission to the Fish and Wildlife Conservation Commission (FWCC). In addition to the FWC standard format spreadsheet, the data format after analysis will be presented as Excel spreadsheets giving the summary statistics (i.e. total counts, frequency of occurrence, relative abundance, biomass, catch per unit effort, and standard deviation of CPUE): tables of comparison between counts for different locations, reef types, and age.

#### REPORTS

The GRANTEE shall submit progress reports every six (6) months following the execution of this Agreement; describing work performed, problems encountered and planned solutions if needed.

#### DELIVERABLES

GRANTEE deliverables will include:

1. Semi-annual progress reports in spreadsheet format. These spreadsheets will summarize in a concise form the completed survey/monitoring events and will include a description of any problems encountered and of the work expected to occur during the next report period. Reports will be submitted beginning 6 months after contract execution.
2. Annual report containing a brief summary of each dive site including date, dive conditions, physical description with tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence, catch per unit effort (CPUE), and standard deviation of CPUE, biomass, and macro invertebrate and alga lists with percent cover or relative abundance). CPUE is calculated as the average of individuals counted per survey.
3. A draft final report due on or before November 1, 2010 to provide at least 30 days for technical peer review and comments by the Commission staff prior to the grant expiration date in the format specified below;
4. The final report, including comparable data as the annual report for the second year's monitoring events, will also summarize physical and biological data and provide comparisons by reef, reef type, and reef age in spreadsheet format. The report photos and videos will be available at any time but will be maintained at Palm Beach Environmental Resources Management's

offices. A brief discussion providing a comparison of reef types and reef ages and recommendations for future monitoring and reef management objectives will also be included.

GRANTEE data is stored in a Microsoft (MS) Access-based database on the team website. Data will be converted to MS Excel files. Reports will be written using MS Word. In addition to the State's standard format spreadsheet, the data format after analyses will be presented as Excel spreadsheets. In addition, all fish counts (stationary and roving combined) will be transferred to the Reef Environmental Education Foundation's (REEF) scan forms and sent to REEF for entry into their worldwide database.

#### INVOICES AND PAYMENTS

The COMMISSION agrees to pay GRANTEE a maximum of \$19,808.00, which includes payment in the amount of \$456.00 per monitoring event completed and \$2,480.00 for the final report.

GRANTEE may send an interim invoice to the COMMISSION after completion of twenty (20) monitoring events and submission of the all field data and the annual report cited above in DELIVERABLES paragraph 2.

GRANTEE shall send a final invoice to the COMMISSION after all monitoring events provided for herein are completed and the all field data with the final report is submitted and approved as cited in DELIVERABLES paragraph 3.

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**ATTACHMENT B**  
**REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).



## **PART II: STATE FUNDED**

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

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

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

## **PART III: OTHER AUDIT REQUIREMENTS**

None

## **PART IV: REPORT SUBMISSION**

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

The Commission at the following address:

Trevor Phillips, Audit Director  
Florida Fish and Wildlife Conservation Commission

Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

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

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

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

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

The Commission at the following address:

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

The Auditor General's Office at the following address:

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

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

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

Contact the Commission's Audit Director, Trevor Phillips, by phone at (850) 488-6068 or by email at [trevor.philips@myfwc.com](mailto:trevor.philips@myfwc.com)

#### **PART IV: RECORD RETENTION**

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

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**EXHIBIT - 1**

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

NONE

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

NONE

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

NONE

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Division of Marine Fisheries Artificial Reef Grants Program
CSFA No.:	77.007
Recipient:	Palm Beach Board of County Commissioners
Amount:	\$19,808.00

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

8. Only the goods and/or services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.
9. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.

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

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## 2009 -

0640

**BGEX - 380 - 022709\*1122**

**BGRV - 380-022709\*327**

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA**

## **BUDGET AMENDMENT**

**Fund 1225 Environmental Enhancement Non-Specific Fund**

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended 2/27/2009	REMAINING BALANCE
<b><u>REVENUES</u></b>							
380-1029 FFWC Artificial Reef	3439 - State Grant Other Physical Enviro	9,995	13,408	19,808	0	33,216	
<b>TOTAL RECEIPTS &amp; BALANCES</b>		1,613,490	1,613,490	19,808	0	1,633,298	
<b><u>EXPENDITURES</u></b>							
380-1029 FFWC Artificial Reef	5248 - Wearing Apparel	600	600	1,000		1,600	505
380-1029 FFWC Artificial Reef	5201* Material Supply Operating	0	0	1,500		1,500	1,500
380-1029 FFWC Artificial Reef	3401 - Other Contractual Services	7,296	511	17,308	0	17,819	511
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		1,613,490	1,613,490	19,808	0	1,633,298	

## Environmental Resources Management

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

### Signatures & Dates

**BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF**

April 7, 2009

**Deputy Clerk to the  
Board of County Commissioners**

3/20/09

100  
3/19/09

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