

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 07, 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) receive and file Amendment 1 to Florida Department of Environmental Protection (FDEP) Agreement No. LP6840 extending the completion date to December 31, 2012;

B) approve Budget Amendment in the Environmental Resources Capital Fund of \$4,551,863 to recognize a \$1,600,000 contribution from the City of West Palm Beach (City), a \$800,000 contribution from the South Florida Water Management District (SFWMD), a revenue from FDEP No. LP6840 of \$1,500,000, and a \$651,863 transfer from the Capital Outlay Fund to the Northlake Bridge project; and

C) approve Budget Transfer of \$651,863 in the Capital Improvement Fund from the Loxahatchee Slough Natural Area project to the Environmental Resources Capital Fund for the unspent portion of the County's \$700,000 match to the Northlake Bridge project.

Summary: An Interlocal Agreement (R2008-570) with the City, SFWMD and the County for construction of a bridge over the Grassy Waters Preserve at Northlake Boulevard with project cost shares of up to \$1.6 million from the City; up to \$800,000 from the SFWMD and up to \$700,000 from the County will allow recreational access and hydrologic connectivity from Grassy Waters Preserve to the County-owned Loxahatchee Slough Natural Area. The FDEP Agreement approved December 4, 2007(R2007-2196) will reimburse up to \$1,500,000 and requires a \$1,500,000 cost share match. Authority was delegated at that time for approval by the County Administrator or his designee for minor amendments to the agreement. The total project cost is estimated to be \$4,600,000. District 6 (SF)

(Continued on page 3)

Attachments:

1. Interlocal Agreement
2. Amendment 1 to Grant Agreement No. LP6840
3. Budget Amendment (3654)
4. Budget Transfer (3900)

Recommended by: Richard E. Welsch 3/16/09
Department Director Date

Approved by: [Signature] 7/6/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$4,551,863	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(3,900,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 \$651,863	 _____	 _____	 _____	 _____
 # 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:

SFWMD, \$800,000

City of West Palm Beach \$1,600,000

FDEP \$1,500,000

Capital Outlay Fund of \$651,863 transferred from Transportation Improvement Fund and the Environmental Restoration Program - \$48,137 was previously spent in FY2008 and FY2006 for a total contribution by the County of \$700,000

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

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

John P. ... 3/23/09
OFMB *110 3/17/09*

A. J. Jacoby 3/23/09
Contract Development and Control
Ch. Jones 3/23/09

B. Legal Sufficiency:

Mon T...
Assistant County Attorney

C. Other Department Review:

Department Director

(Continued from page 1)

Background and Policy Issues: The cost of the bridge is estimated to be approximately \$4.6 million. Through the Interlocal Agreement, the City commits \$1 million towards the bridge in the County-owned right-of-way and another \$600,000 to improvements on City land outside the right-of-way. The SFWMD commits a total of \$800,000. A 2007 legislative request brought \$1.5 million to the project which is provided through the FDEP Agreement. The County makes up the difference in funding which is projected to be \$700,000 consisting of \$350,000 from the Environmental Restoration Fund and \$350,000 from the Transportation Improvement Fund Reserves.

Historically, the Loxahatchee Slough occupied what is now Grassy Waters Preserve, and lands further south and west, to the Northwest Fork of the Loxahatchee River. Clean water flowed from interior headwater wetlands to the River. Three roads, Northlake Boulevard, State Road 710 and PGA Boulevard have since interrupted those flows. The Comprehensive Everglades Restoration Plan (CERP) identifies the need to restore flows beneath these three roads. The Florida Department of Transportation took on the first project which resulted in a bridge in State Road 710 where previously only a culvert existed.

Placement of a similar bridge at Northlake Boulevard will allow for expanded recreational opportunities by linking 20 square miles of Grassy Waters Preserve with the 10,000 acre Loxahatchee Slough Natural Area. Canoes, kayaks, hikers and wildlife will be able to pass beneath the planned 8' high bridge opening. A canoe portage area makes for safe passage during periods of high water while also regulating water flow. This passage also makes up a portion of the planned Northeast Everglades Natural Area (NENA) trail system.

The CERP calls for an additional 150 cubic-feet-per-second (cfs) peak flow from Grassy Waters Preserve and a base flow of 50 cfs to restore the Loxahatchee River. By directing this flow at the proposed bridge location, the flow will be directed to hydrate the Loxahatchee Slough rather than shunted down the C-18 canal where it never encounters a wetland to cleanse the water.

The SFWMD commits \$800,000 to the project as follows: \$166,000 in FY 2009 for bridge engineering and design and \$217,000 and \$417,000 in FY 2010 and FY 2011, respectively, for bridge construction. For each fiscal year of the project, the County and City will first seek payment from the District up to its committed amount.

The City commits \$1 million towards bridge construction. In addition, for some additional work outside the Northlake Boulevard ROW (i.e., on City-owned land), the City commits an additional \$600,000 for activities such as channel dredging, weir placement and a canoe-kayak portage. After seeking payment up to the District's committed amount, the County will seek payment from the City. The County is responsible for all further payments.

In addition, the 2007 legislature provided a State Financial Assistance Grant (Item 1859 of the 2007-2008 General Appropriations Act) in the amount of \$1,500,000 towards this bridge project which can be matched by the SFWMD, City and County contributions.

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Per 12-08

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY,
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
AND
THE CITY OF WEST PALM BEACH
FOR NORTHLAKE BOULEVARD BRIDGE FUNDING AND CONSTRUCTION**

THIS AGREEMENT is made and entered into this 6 day of November, 2008, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (hereinafter the "DISTRICT"), and the **CITY OF WEST PALM BEACH**, a Florida municipal corporation (hereinafter the "CITY"), also hereinafter referred to collectively as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES have identified a bridge construction project (hereinafter the "Project") on Northlake Boulevard, in West Palm Beach, Palm Beach COUNTY, Florida, that will: (1) protect, restore, and maintain the quality and natural functions of water and wetland systems in the CITY's Water Catchment Area and the COUNTY's adjacent Loxahatchee Slough Natural Area; (2) provide recreational opportunities for hikers, kayakers, and others; and (3) provide a wildlife corridor between in the CITY's Water Catchment Area and the Loxahatchee Slough Natural Area; and

WHEREAS, the PARTIES agree that the Project will enhance water conveyance and water quality, will provide recreational opportunities, and will protect wildlife in Palm Beach County; and

WHEREAS, the PARTIES have a mutual interest in the Project and wish to cooperate to complete the Project; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, the DISTRICT is further authorized to enter into this Agreement pursuant to Section 373.083, Florida Statutes; and

WHEREAS, the PARTIES have the full authority and capability to perform as hereinafter set forth and have agreed to share the cost of the Project in accordance with the terms of this Agreement; and

WHEREAS, during the 2006-2007 Legislative Session, the Florida Legislature appropriated \$1.5 million to the COUNTY, which the COUNTY intends to use for construction

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of the Project, and funds to be provided by the PARTIES to this Agreement are necessary to match the \$1.5 million legislative appropriation; and

WHEREAS, the City has obtained a State Financial Assistance Grant through the Department of Environmental Protection ("DEP") (Grant Agreement No. LP 6748) to be used toward funding the Project.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants set forth herein, the PARTIES agree as follows:

- 1) The foregoing Recitals are true and correct and are hereby incorporated herein by reference as if fully set forth herein.
- 2) **Purpose.** The purpose of this Agreement is to set forth the PARTIES' agreement to provide funding for the planning, implementation, construction, and management of the Project, which consists of two (2) weirs and other conveyance improvements necessary to support ecological improvements and recreation together with a six (6) lane bridge crossing over Northlake Boulevard in the CITY's Water Catchment Area near the COUNTY's Loxahatchee Slough Natural Area, and to provide for management of the Project by the COUNTY. The PARTIES will proceed and assist each other in implementing the Project in the manner defined herein and in the Statement of Work ("SOW") attached hereto as **Exhibit "A"**.
- 3) **Term and Effective Date.** The term of this Agreement shall commence upon execution by all of the PARTIES (the "Effective Date") and shall continue, unless extended or earlier terminated, until the completion of all contractual obligations by the PARTIES, but in no event later than five (5) years from the Effective Date of this Agreement.

4) Project Funding and Project Expenses.

A. The PARTIES agree that the each PARTY shall contribute towards construction of the Project, which is currently estimated to cost \$4.6 million.

B. Approved Project expenses shall include but are not limited to the costs to procure the services of contractors, consultants and engineers for design, construction, project management and operation of the facilities and any permit fees incurred for implementation of the Project. Staff time shall not be a recoverable expense under this Agreement. The COUNTY will not execute any contracts for construction services for the Project until the CITY obtains and extension of its grant pursuant to paragraph 8B.

5) Obligations of the COUNTY.

A. The COUNTY shall plan, implement, construct, and manage the Project. The COUNTY shall be responsible for procuring the services of contractors, consultants and engineers for design, construction, project management and operation of the facilities needed to perform the Project and for fully and timely performing all work items described in this Agreement and Exhibit "A".

B. The COUNTY shall maintain current records of the payments provided by the PARTIES and current projections for total Project costs due to modifications or any other costs that increase the cost of the Project.

C. At least quarterly, the COUNTY shall provide the DISTRICT and the CITY with a report setting forth each PARTY's financial contributions to the Project as of that date.

D. Upon written request of any PARTY, the COUNTY shall provide an accounting of the receipt and disbursement of funds paid to and disbursed by it for the Project. Said accounting shall be provided within forty-five (45) days of COUNTY's receipt of the written request for same.

E. The COUNTY shall provide the funds necessary to complete the Project after the DISTRICT and the CITY provide all of their funding for the Project up to the not to exceed amounts provided in this Agreement.

F. The COUNTY, at the request of the CITY, shall complete and execute, or shall cause to be completed and executed, each Engineer's Certificate required to be filed by the CITY with the State as a condition of the CITY's grant agreement, which is attached hereto as **Exhibit "B"**.

6) Obligations of the DISTRICT.

A. Regardless of the actual cost of the Project, the DISTRICT shall fund the Project in an amount not to exceed a total Project cost of Eight Hundred Thousand Dollars and No Cents (\$800,000.00). Funding for the DISTRICT's fiscal year ending September 30, 2009 shall not exceed One Hundred and Sixty-Six Thousand Dollars and No Cents (\$166,000). Funding for the DISTRICT's fiscal year ending September 30, 2010 shall not exceed Two Hundred and Seventeen Thousand Dollars and No Cents (\$217,000). Funding for DISTRICT's fiscal year ending September 30, 2011 shall not exceed Four Hundred and Seventeen Thousand Dollars and No Cents (\$417,000). Notwithstanding the foregoing, the amount expended by the DISTRICT under this Agreement shall be paid in accordance with, and subject to the multi-year funding allocations for each DISTRICT fiscal year. Funding for each applicable fiscal year of this Agreement is subject to DISTRICT Governing Board budgetary appropriation.

B. The DISTRICT shall provide payment to the COUNTY in an amount up to the not to exceed amounts provided in paragraph 6.A. upon receipt of a proper invoice from the COUNTY.

C. The DISTRICT agrees that in each fiscal year cited in paragraph 6.A., the COUNTY will first seek payment for all proper Project invoices from the DISTRICT, until the DISTRICT provides funds up to its not to exceed amount, at which time the CITY and the COUNTY, respectively, will be sent invoices for payment.

7) Obligations of the CITY.

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A. Regardless of the actual amount of the Project, the CITY shall fund the Project in an amount not to exceed a total Project cost of One Million and 00/100 Dollars (\$1,000,000.00) for construction of the overall Project and an additional Six Hundred Thousand Dollars (\$600,000) for works outside of Northlake Boulevard right-of-way, subject to the funding contingency set forth in this Agreement.. Such works shall include but are not limited to the creation of excavation channels to and from the bridge and other construction necessary for the success for the Project. Construction of these works shall have commenced and the CITY's funding of same shall occur on or before April 2011.

B. The CITY agrees that in each fiscal year that this Agreement is in effect, the COUNTY will first seek payment for all proper Project invoices from the DISTRICT until the DISTRICT provides funds up to its not to exceed amount for that period, and the COUNTY will next seek payment for all proper Project invoices from the CITY until the CITY provides funds up to its not to exceed amount, and subject to the funding contingency, at which time the COUNTY will be responsible to pay all further invoices.

8) Funding Contingency.

A. Completion of the Project under this Agreement is contingent upon each of the PARTIES approving and securing, as applicable, its funding obligation hereunder.

B. The PARTIES acknowledge that pursuant to the grant obtained by the City (Exhibit "B"), the Project construction must be completed no later than **June 2009**, unless extended in writing by the DEP. COUNTY agrees to cooperate with the CITY to diligently pursue any necessary time extensions from the DEP. In the event that the CITY loses grant funding due to failure of the Project to be completed by June 2009, the CITY may terminate this Agreement as provided in paragraph 13 herein. If the DEP extends the term of the grant agreement beyond 2009, the Project will proceed as provided herein.

9) Invoicing and Prompt Payment.

A. The PARTIES understand that all payments made pursuant to the Agreement are subject to the Local Government Prompt Payment Act, Chapter 218, Florida Statutes, and the PARTIES agree to make timely payments as required under the Act. The PARTIES acknowledge that payment to any contractor or subcontractor is due within twenty-five (25) business days after the date on which an invoice is received by the COUNTY and that each PARTY hereto is responsible for timely providing funds as required under this Agreement.

B. The COUNTY will review all Project invoices received from any contractor or subcontractor and will periodically submit proper invoices for payment to the DISTRICT and/or the CITY. Such invoices shall include a reference to this Agreement, shall identify the amount due and payable to the COUNTY, and shall be sent to the DISTRICT and/or the CITY at the address provided in paragraph 12 herein.

C. The COUNTY shall submit proper invoices to the DISTRICT or the CITY within ten (10) business days after the date on which the invoice is received by the COUNTY. The

DISTRICT or the CITY shall submit payment in the amount requested to the COUNTY within ten (10) business days after the date on which the payment request or invoice is received from the COUNTY.

D. If a PARTY fails to make a payment requested under this Agreement within the timeframes specified herein, that PARTY shall pay interest on such late payment at the rate of 1 percent per month. The COUNTY shall invoice the DISTRICT and/or the CITY for payment of any accrued unpaid interest.

E. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners, shall be clearly marked to identify the Project, and shall be mailed to the address provided in paragraph 10 herein to the attention of the Project Manager.

10) **Project Manager.** Each PARTY hereby designates a Project Manager who shall be responsible for the Project coordination and oversight relating to each PARTY's performance of this Agreement. The PARTIES shall direct all matters arising in connection with the performance of this Agreement, other than invoices, to the attention of the below cited Project Manager:

COUNTY: Palm Beach County Department of
Environmental Resource Management
c/o Richard E. Walesky, Director
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-27743

DISTRICT: Mr. Fred Rapach, Director
Palm Beach County Service Center
South Florida Water Management DISTRICT
Post Office Box 24680
West Palm Beach, FL 33416-4680
Telephone: (561) 682-6754

CITY: Mr. City Administrator
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33402-3366

11) **Notice.** Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to each PARTY's Project Manager at the address in paragraph 10, with a copy to the below cited counsel:

For the COUNTY: Palm Beach County Attorney's Office
Attention: Attorney for ERM
301 North Olive Avenue, Sixth Floor

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West Palm Beach, FL 33401

For the DISTRICT: Francisco Mendez
South Florida Water Management DISTRICT
Post Office Box 24680
West Palm Beach, FL 33416-4680

For the CITY: City Attorney
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33402- 3366

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 PARTIES.

12) **Invoices.** All Proper Invoices sent by the COUNTY to the DISTRICT or the CITY shall be directed to the attention of the appropriate entity's Accounts Payable:

DISTRICT: South Florida Water Management District
Attention: Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682

CITY: City of West Palm Beach
Attention: Accounts Payable
P.O. Box 3366
West Palm Beach, FL 33402- 3366

13) Termination.

A. If any PARTY fails to fulfill its obligations under this Agreement in a timely and proper manner, any other PARTY shall have the right to terminate this Agreement by giving written notice of any deficiency. The PARTY in default shall then have sixty (60) calendar days from receipt of notice to correct the deficiency. If the defaulting PARTY fails to correct the deficiency within this time, the non-defaulting PARTY or PARTIES shall have the option to terminate this Agreement at the expiration of the sixty (60) day time period. Notwithstanding any other provision of this Agreement, each PARTY shall be entitled to all remedies that are available to the non-defaulting PARTY under law and/or equity.

B. The DISTRICT may terminate this Agreement at any time for convenience upon thirty (30) calendar days written notice to the other PARTIES.

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C. If the CITY's DEP grant (Exhibit "B") is not extended past June 2009 as provided in paragraph 8 herein, the CITY may terminate this Agreement upon thirty (30) calendar days prior written notice to the other PARTIES. In the event of such termination by the CITY, the PARTIES shall equally compensate the COUNTY for all Project related design costs expended through the date of termination and that result from the termination.

D. If the COUNTY's DEP grant, which is expected to expire in December of 2010 and which is attached hereto as Exhibit "C", is not extended as necessary for the COUNTY to meet its funding obligations under this Agreement, the COUNTY may terminate this Agreement upon thirty (30) calendar days prior written notice to the other PARTIES. In the event of such termination by the COUNTY, the COUNTY shall pay for its share of all Project related costs expended through the date of termination and that result from the termination.

E. If at the time the COUNTY solicits bids for construction of the Project, the total Project costs exceed the estimated Project cost (\$4.6 million), any PARTY may terminate this Agreement upon thirty (30) calendar days prior written notice to the other PARTIES. In the event of such termination by such PARTY, the PARTIES shall compensate the COUNTY for all Project related costs expended through the date of termination.

14) **Dispute Resolution.** In the event a dispute arises that the Project Managers cannot resolve among themselves, the PARTIES shall have the option to submit to non-binding mediation. The mediator(s) shall be impartial, shall be selected by the PARTIES, and the cost of the mediation shall be borne equally by the PARTIES. The mediation process shall be confidential to the extent permitted by law.

15) **Stop Work Order.** The COUNTY may invoke a "stop work" order if circumstances dictate that this action is in its best interest. Such circumstances may include, but are not limited to, unexpected technical developments, a condition of immediate danger to any person or entity, or the possibility of damage to equipment or property. If this provision is invoked, the COUNTY shall notify the other PARTIES in writing of its intent to stop work as of a time and date certain and specify the reason(s) for the action, which shall not be arbitrary or capricious.

16) **Records Retention.** The PARTIES shall maintain records and each PARTY shall have the inspection and audit rights identified in this paragraph. The PARTIES shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The PARTIES shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.

B. Examination of Records: The PARTIES, along with the Department of Environmental Protection, the State's Chief Financial Officer and/or Auditor General shall have

the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that any or all of the PARTIES become involved in a legal dispute with a PARTY hereto or 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.

17) **Time is of the Essence.** The PARTIES agree that time is of the essence in the performance of each and every obligation under this Agreement.

18) **Standards of Compliance.** The PARTIES, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement.

19) **Governing Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any lawsuit filed in connection with this Agreement shall be in Palm Beach County, Florida.

20) **Public Entity Crimes.** The PARTIES, by their execution of this Agreement, acknowledge and attest that neither they nor, to the best of their knowledge, any of their suppliers, subcontractors, or consultants who shall perform work that is intended to benefit the PARTIES is a convicted vendor or, if the PARTY or any affiliate of the PARTY has been convicted of a public entity crime, a period longer than thirty-six (36) months has passed since that person was placed on the convicted vendor list. The PARTIES further understand and accept that this Agreement shall be either voided or subject to immediate termination by any PARTY, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes.

21) **Public Records.** The PARTIES shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should a PARTY assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that PARTY.

22) **Non-Discrimination.** The PARTIES hereby assure that no person shall be excluded on the grounds of race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement.

23) **Relationship Between the PARTIES.** The PARTIES shall be considered independent contractors, and no PARTY shall be considered an employee or agent of any other PARTY. Nothing in this Agreement shall be interpreted to establish any relationship other than that of

independent contractor between the PARTIES and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

- 24) **Beneficiaries of Agreement.** It is the intent and understanding of the PARTIES that this Agreement is solely for the benefit of the PARTIES. No person or entity other than the PARTIES shall have any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.
- 25) **Assignment, Delegation, and Transfer.** No PARTY shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other PARTIES. Any attempted assignment in violation of this provision shall be void.
- 26) **Delays.** Notwithstanding any provisions of this Agreement to the contrary, the PARTIES shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the PARTIES. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- 27) **Non-Waiver.** Failure(s) to insist on strict performance of any covenant, condition, or provision of this Agreement by a PARTY, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other PARTIES 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.
- 28) **Severability.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 29) **Liability.** Each PARTY shall be liable for its own actions and negligence and assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of itself and its officers, employees, servants, and agents, to the extent permitted by law, and each PARTY shall indemnify, defend and hold harmless the other PARTIES against all actions, claims or damages arising out of that PARTY's negligence in connection with this Agreement and any amendment hereto.
- 30) **Insurance.**

A. Each Party warrants and represents that it is self-insured for General Liability and Automobile Liability under Florida 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. In the event a Party maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, that Party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. Each PARTY warrants and represents that it is self-funded for Worker's Compensation and Liability insurance covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the PARTY's officers, employees, servants and agents while acting within the scope of their employment during performance under this Agreement. The PARTIES further agree that nothing contained herein shall be construed or interpreted as: (1) denying to any PARTY any remedy or defense available to such PARTY under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents beyond the waiver provided in Section 768.28, Florida Statutes.

B. In the event any PARTY subcontracts any part or all of the work hereunder to any third PARTY, that PARTY shall require each and every subcontractor to identify the other PARTIES as an additional insured on all general liability insurance policies as required by the PARTY. Any contract awarded by COUNTY for work under this Agreement shall include a provision whereby the COUNTY's contractor or subcontractor agrees to defend, indemnify, and pay on behalf; save and hold the DISTRICT, CITY and COUNTY harmless from all damages arising in connection with the COUNTY's this Agreement.

C. When requested, each Party shall provide any other Party with an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which all Parties agree to recognize as acceptable for the above mentioned coverages.

D. Compliance with the foregoing requirements shall not relieve any Party of its liability and obligations under this Agreement.

31) **Delegation.** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, County, or municipal officers.

32) **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, that this clause pertains only to the PARTIES to this Agreement.

33) **Non-Exclusivity of Remedies.** 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.

34) Construction of Agreement.

A. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto.

B. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the PARTY causing this Agreement to be drafted.

C. In the event any provision of this Agreement conflicts, or appears to conflict with any other provision of this Agreement, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any such conflict or inconsistency.

35) Exhibits. The Exhibits referred to and attached to this Agreement are incorporated herein in full by this reference.

36) Amendments. This Agreement may only be amended by written agreement executed by all of the PARTIES hereto with the same formality used to execute this Agreement.

37) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the PARTIES, their respective assigns, and successors in interest.

38) Entire Agreement. This Agreement states the entire understanding and agreement between the PARTIES as to the subject matter hereof, and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the PARTIES with respect to the subject matter of this Agreement. The PARTIES recognize that any representations, statements or negotiations made by another PARTY does not suffice to legally bind the PARTIES in a contractual relationship unless they have been reduced to writing and signed by an authorized representative of each PARTY.

IN WITNESS WHEREOF, the PARTIES or their duly authorized representative hereby execute this Agreement on the date first written above.

EXECUTED by the DISTRICT this 6 day of Nov., 2008.

ATTEST:

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD**

By: Jackie McEarty
_____, Secretary

By: Frank Hayden
Frank Hayden, Procurement Director

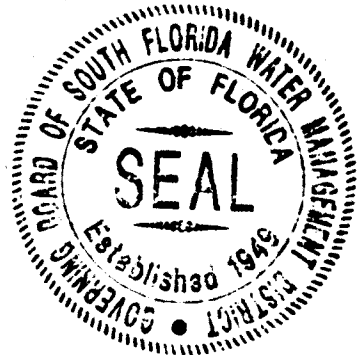
{SFWMD SEAL}

Approved as to legal form and sufficiency:

By: _____

Procurement Approved:

By: Patricia Hume 11-5-08



3-14-08

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PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida


[Official Seal]

ATTEST:

By: Addie L. Greene
Addie L. Greene, Chairperson

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: Nancy Powell
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Mark T. J.
COUNTY Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

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

By: George T. Webb
George T. Webb, P.E., COUNTY Engineer
Engineering & Public Works


3-14-08

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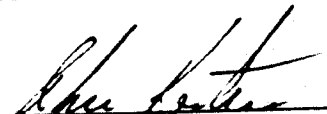
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CITY OF WEST PALM BEACH, FLORIDA
BY ITS COMMISSION:

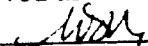
By: 
Lois J. Frankel, Mayor

Date: 3/24, 2008

ATTEST:

By: 
Blane Kauthen, City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency

By: 
Date: 3-27-08

3-14-08

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STATEMENT OF WORK

EXHIBIT "A"

I. **Purpose of Agreement.** The purpose of this Agreement is for the PARTIES to fund, plan, implement, construct, and manage the Project, which consists of a six (6) lane bridge crossing over Northlake Boulevard, a Palm Beach County road, in the CITY's Water Catchment Area. The Project will enhance activities in the northern part of Palm Beach County by providing the infrastructure for increased water flow, providing recreational opportunities such as hiking, canoeing, and kayaking, and creating of a wildlife corridor between the Water Catchment Area and the Loxahatchee Slough and surrounding areas. (Project location shown on Attachment "1").

II. Obligations of the PARTIES:

A. The COUNTY.

1. The COUNTY shall plan, implement, construct, and manage the Project with the funds provided by the PARTIES to the Agreement and any additional funds provided to the COUNTY by other governmental entities.
2. No later than twenty-four (24) months after the date the Agreement is executed by the PARTIES (the "Effective Date"), the COUNTY shall provide the plans and specifications for the Project to the DISTRICT and the CITY for review and comment. Before the COUNTY finalizes the plans and specifications for the Project, it shall address all comments timely submitted by the DISTRICT and the CITY and shall attempt to incorporate such comments into the final plans and specifications.
3. The COUNTY shall provide the DISTRICT and the CITY the opportunity to review and comment on the specifications for all contracts prior to the COUNTY's issuance of solicitations. The COUNTY shall not issue the solicitation for the first contract until the DISTRICT and the CITY have confirmed in writing their willingness to proceed with the Project.
4. Once the plans and specifications are finalized and a contractor(s) is procured, the COUNTY shall commence construction and shall manage construction of the Project.
5. To the extent possible, the COUNTY shall afford the DISTRICT and the CITY the opportunity to review and comment on all contract modifications prior to issuance to the contractor(s) of a notice to proceed. In any instance where providing the DISTRICT and the CITY with notification of contract change orders or modifications is not possible prior to issuance of a notice to proceed, the COUNTY shall provide such notice to the DISTRICT and the CITY at the earliest possible date.

6. Through out the construction of the Project, the COUNTY shall furnish the DISTRICT and the CITY with a copy of the COUNTY's written acceptance of completed work for each contract related to construction of the Project.

B. The DISTRICT.

1. No later than thirty (30) days after receipt of the proposed plans and specifications for the Project, the DISTRICT shall provide any comments to the COUNTY.
2. No later than fifteen (15) days after receipt of proposed contract modifications, the DISTRICT shall provide any comments to the COUNTY.

C. The CITY.

1. No later than thirty (30) days after receipt of the proposed plans and specifications for the Project, the CITY shall provide any comments to the COUNTY.
2. No later than fifteen (15) days after receipt of proposed contract modifications, the CITY shall provide any comments to the COUNTY.

III. Deliverable Schedule

<u>Deliverable</u>	<u>Description</u>
Phase One	Within two years of execution of the Agreement, the COUNTY shall complete all plans and spec's for the Project.
Phase Two	Within four years of execution of the Agreement, the COUNTY shall substantially complete the First Phase of Bridge Construction (i.e. first bridge complete)
Phase Three	Within five years of execution of the Agreement, the COUNTY shall substantially complete the Bridge Construction Project

IV. Payment Schedule

3-14-08

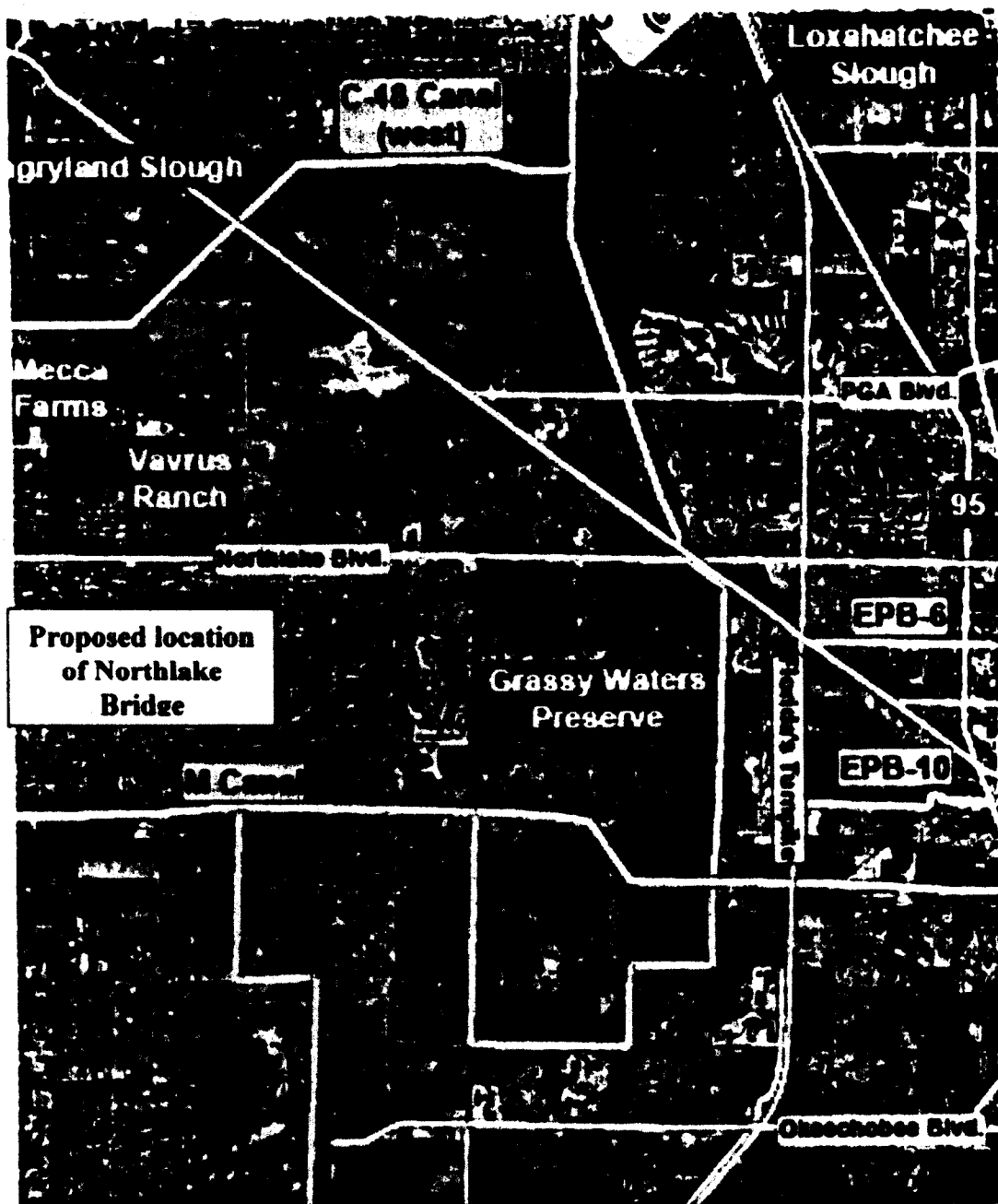
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- A. The PARTIES shall make timely payment to the COUNTY in accordance with paragraph 9 of the Agreement, **Invoicing and Prompt Payment**, for all Project work performed under the Agreement and this Scope of Work.

Attachment 1 – Project Location



3-14-08

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Attachment 2

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6840
PALM BEACH COUNTY
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on the 28th 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, 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 2007-2008 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 2007-2008 funds; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. is hereby revised to change the completion date of the Agreement from December 31, 2010, to December 31, 2012, and to include the following language as a separate paragraph

The Grantee understands and agrees that certification forward of the 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.

2. **Attachment A**, Project Work Plan, is hereby amended to include **Attachment A-1**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A**, Project Work Plan, shall hereinafter refer to **Attachment A**, Project Work Plan, and **Attachment A-1**, Revised Project Work Plan.

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 1 to State Financial Assistance Agreement LP6840 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 State Financial 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

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Richard E. Walaby
~~Chairperson~~ Director, Env.
Res. Mgt

By: P. M. C.
Deputy Director
Division of Water Resource Management

Date: 11/13/08

Date: NOV 19 2008

Tommy Williams
Tommy Williams, DEP Grant Manager

*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-1	Revised Project Work Plan (1 page)

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**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
Project Title:	Loxahatchee Slough Bridge Over Northlake Blvd.
DEP Grant #:	LP6840

II. FUNDING PLAN: No Change in Funding Plan

	2006-2007 LP Grant Funds Provided	2006-2007 Match Required	Total 2006-2007 Funding
Category of Expenditure			
Professional Services			
Construction & Demolition			
Land			
Equipment			
Other (Specify)			
Total			

III. SCOPE OF WORK:

No Change in Scope

IV. PROJECT MILESTONES: Change to Ending Date.

(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: June 2009

Estimated scope of work completion date: December 31, 2012

V. LOCAL MATCH & OTHER GRANT FUNDS: No Change in Match, etc

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STATE FINANCIAL ASSISTANCE AGREEMENT
PALM BEACH COUNTY
DEP AGREEMENT NO. LP6840

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1859 OF THE 2007 - 2008 GENERAL 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 301 North Olive Avenue, West Palm Beach, FL, 33401 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Loxahatchee Slough Bridge Over Northlake Blvd. project.

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 December 31, 2010, 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 \$1,500,000 toward the total project cost estimate of \$3,000,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,500,000 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.

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 Request Package, 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 the travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:

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 - (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 Grantee 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.fldfs.com/aadir/reference%5Fguide>.

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. 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 above 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.
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

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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.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
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 made a part hereof. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposed 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 Grant Manager identified in this Agreement 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 use 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 use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://apps.fldfs.com/fsaa>

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 may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the subcontract upon the request 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.
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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 of Department of Environmental Resources
Management
Palm Beach County
2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411
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 that 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

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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 those employees not otherwise protected.

17. The 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 personal property or 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.

PALM BEACH COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Addie L. Greene
Chairperson **Addie L. Greene**

By: P.M. Co
Deputy Director
Division of Water Resource Management

Date: DEC 04 2007

Date: JAN 28 2008

R2007-2196

FEID No.: 59-6000786

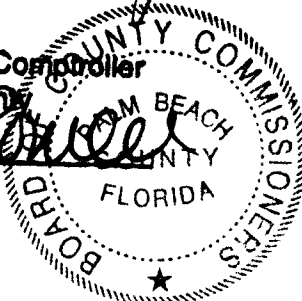
Tommy Williams
Tommy Williams, DEP Grant Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

BY Sharon R. Bock
County Attorney

By Sharon R. Bock
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 (2 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)

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ATTACHMENT A PROJECT WORK PLAN

I. GRANTEE/PROJECT INFORMATION:

Grantee:	Palm Beach County Board of County Commissioners
Project Title:	Northlake Boulevard Bridge Over Loxahatchee Slough
DEP Grant #:	LP

II. FUNDING PLAN:

Category of Expenditure	LP Grant Funds Provided	Match Required	Total Funding
Professional Services		\$200,000	\$200,000
Construction & Demolition	\$1,500,00	\$1,300,000	\$2,800,000
Equipment			
Other			
Total	\$1,500,000	\$1,500,000	\$3,000,000

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

The 18,000-acre Loxahatchee Slough forms the headwaters of the Northwest Fork of the Loxahatchee River and functions to buffer water flows and uptake nutrients on its way to the Loxahatchee River. The construction of the bridge and associated restoration project will allow water to flow through the slough and assist in restoring historical flows. In addition to bridge construction, the project includes the construction of two (2) weirs, two (2) channels, and restoration of an adjacent pond. The project will also provide recreational access to canoeists, kayakers, and hikers. The bridge project is a component of North Palm Beach County (Comprehensive Everglades Restoration Plan (CERP) and the Northeast Everglades Natural Area (NENA) Master Plan.

The restoration project includes design, permit, and construction of a six-lane, 35 ft.-span bridge over the Loxahatchee Slough where the existing Northlake Boulevard currently impedes flows. The bridge will allow peak water flows of 150 cubic feet per second (cfs) while maintaining a base flow of 50 cfs. The bridge will improve the hydrologic connection between the 6,000-acre West Palm Beach Water Catchment Area (WPBWCA) on the south side of Northlake Boulevard and the 12,000-acre Loxahatchee Slough Natural Area on the north side. Improved water flows will enhance the entire slough ecosystem while providing a base flow to the Loxahatchee River. Flows will be regulated and enhanced by two weirs and channel system. Weir #1 will be located south of Northlake Boulevard and will connect the restored pond to the WPBWCA through a series of constructed channels. The restoration of the pond includes muck removal and excavation of approximately 2200 cubic yards of material. Weir #2 and a channel will be constructed north of Northlake Boulevard and will connect the CSX Canal with the canal adjacent west. An added benefit of the project includes the storage of recharge water for nearby municipal groundwater wellfields. The recreational component of the bridge will enhance ecotourism of the area and maximize public use of publicly-owned land.

Measurable benefits include hydrologic restoration of 12,000 acres of the Loxahatchee Slough, reduced pollutant and nutrient loadings, improved water quality, and an improved salinity regime in the Loxahatchee River.

Project Start: July 2007
Construction Start: June 2009
Construction End: December 2010
Project Completion: December 2010

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IV. PROJECT MILESTONES:

Estimated construction start date:	June 2009
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(\$)
2007-2008 LP grant	\$1,500,000
2007-2008 Match	\$1,500,000
Palm Beach County	\$500,000
South Florida Water Management District	\$800,000
City of West Palm Beach	\$200,000
Total Project Cost	\$3,000,000

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Disbursement Request Package

Legislative Projects (LP) Grants

1. Grantee/Recipient PALM BEACH COUNTY
2. Project Number LP6840 Date of Request _____
3. Disbursement Request Number _____ Required Match % 100
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. | Professional Services (attach invoices) | \$ |
| 2. | Construction and Demolition (attach invoices) | |
| 3. | Equipment (attach invoices) | |
| 4. | Land (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**

**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)

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**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 Chapter 62-600 or Chapter 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.:	LP6840		
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.			

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(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. LP6840 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

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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

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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

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- 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.

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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 1859 – Ecosystem Management & Restoration TF	2007-2008	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,500,000	140047-08
Total Award					\$1,500,000	

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 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.

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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):	LP6840		
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"/> Full Contract Period	
	<input type="checkbox"/> Quarterly	<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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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.

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

_____ Date

DEP Program Area Review/Approval

Recommendation:

☐ Approve Request

☐ Deny Request

By: _____
Type Name of Signatory:

_____ Date

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

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2009 -

0636

BGEX - 380 - 030609*1165

BGRV - 380 - 030609*337

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDABUDGET AMENDMENTFund 3654 Environmental Capital Projects Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended 3/6/2009	REMAINING BALANCE
<u>REVENUES</u>							
381-E113 Northlake Bridge	3403-State Grant Capital-Phys Envir	0	0	1,500,000		1,500,000	
381-E113 Northlake Bridge	3739-Grant Fr Other Local Govt	0	0	1,600,000		1,600,000	
381-E113 Northlake Bridge	3739-Grant Fr Other Local Govt	0	0	800,000	0	800,000	
800-9100 Transfers	8207-Transfer from Fund 3900	0	0	651,863	0	651,863	
TOTAL RECEIPTS & BALANCES		0	3,051,762	4,551,863	0	7,603,625	
<u>EXPENDITURES</u>							
381-E113 Northlake Bridge	6504- IOTB Non Infrastructure	0	0	4,200,000	0	4,200,000	0
381-E113 Northlake Bridge	6505-Design, Engineering and Mgmt	0	0	351,863	0	351,863	0
TOTAL APPROPRIATIONS & EXPENDITURES		0	3,051,762	4,551,863	0	7,603,625	

Environmental Resources
ManagementINITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Welby 3/12/09
Jim R... 3-23-09

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OFApril 7, 2009
Deputy Clerk to the
Board of County Commissioners

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3/18/09

2009 - 0637

BGEX - 380- 030609*1166

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
Fund 3900 Capital Outlay Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 3/6/2009	REMAINING BALANCE
<u>Appropriations</u>								
381-E270 Loxahatchee Slough	6504 - Iotb Non-Infrastructure	1,434,272	1,357,572	0	651,863	705,709	633,339	72,370
821-9100 Transfers	9367-Transfer to Fund 3654	0	0	651,863	0	651,863		651,863
				651,863	651,863			

Environmental Resources

Management

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

Richard E. Walby 3/12/09
Jim Bell 3-23-09

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

April 7, 2009

Deputy Clerk to the

Board of County Commissioners

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3/19/09

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