

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____
Operating Costs	<u>186,441</u>	_____	_____	_____
External Revenues	<u>(186,441)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No.:

Fund ___ Agency Org. ___ Object

Fund ___ Agency ___ Org. ___ RSRC _____

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact
 American Recovery and Reinvestment Act of 2009 through the U.S. Bureau
 of Land Management – CFDA 15.231

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:
No net fiscal impact

[Signature]
 OFMB *7/30/10*
[Signature] Contract Administrator *7/30/10*
E. Jones 7/30/10

B. Legal Sufficiency: *7/27/10*

[Signature]
 Assistant County Attorney

C. Other Department Review:

Department Director

Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER: L10AC20019
 2. SUPPLEMENT NUMBER: _____
 3. EFFECTIVE DATE: 06/29/2010
 4. COMPLETION DATE: 07/30/2011

5. ISSUED TO
 NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
 COUNTY OF, PALM BEACH
 Attn: ATTN GOVERNMENT POC
 P O BOX 4036
 WEST PALM BEACH FL 33402-4036

6. ISSUED BY: BLM ES-STATE OFC BUS&ADM SVC (ES952)
 Mailing Address: 7450 BOSTON BLVD.
 SPRINGFIELD VA 22153

7. TAXPAYER IDENTIFICATION NO. (TIN): _____

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone): _____

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.: _____

10. RESEARCH, PROJECT OR PROGRAM TITLE
 Jupiter Inlet Lighthouse Outstanding Natural Area Shoreline Stabilization and Enhancement Project.

11. PURPOSE
 See Schedule

12. PERIOD OF PERFORMANCE (Approximately)
 06/29/2010 through 07/30/2011

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$0.00	PREVIOUS	\$0.00
THIS ACTION	\$186,440.46	THIS ACTION	\$186,440.46
CASH SHARE	\$0.00	TOTAL	\$186,440.46
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$0.00		
TOTAL	\$186,440.46		

14. ACCOUNTING AND APPROPRIATION DATA
 01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0010027720			

15. POINTS OF CONTACT

NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER			
NEGOTIATOR			
ADMINISTRATOR			
PAYMENTS			

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:
 Consolidated Natural Resources Act, Section 202 (PL-110-229), signed May 8, 2008; 43 U.S.C.A. 1787

17. APPLICABLE STATEMENT(S), IF CHECKED:
 NO CHANGE IS MADE TO EXISTING PROVISIONS
 FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
 PROVISIONS SPECIAL CONDITIONS
 REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA COOPERATIVE AGREEMENT RECIPIENT 3

CONTRACTING/GRANT OFFICER: Velvette Clayton DATE: 6/29/10 AUTHORIZED REPRESENTATIVE: See 424B DATE: _____

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>CFDA Number: 15.231 DUNS Number: 078470481+0000</p> <p>11. PURPOSE: This is a collaborative engineering design for a shoreline stabilization project on the Indian River Lagoon at the Jupiter Inlet Lighthouse Outstanding Natural Area in northern Palm Beach County.</p> <p>Delivery Location Code: 0004276320 BLM-ES JACKSON FIELD OFFICE* 411 BRIARWOOD DRIVE SUITE 404 JACKSON MS 39206 US</p> <p>Account Assignment: K G/I, Account: 6100.255D0 Business Area: L000 Commitment Item: 255D00 Cost Center: LLES002000 Functional Area: LRHR10000.JH0000 Fund: 090L1108AF Fund Center: LLES002000 Project/WBS: LXHAB0490000 Asset Sub Number: 0000 PR Acct Assign Line: 01 Period of Performance: 06/29/2010 to 07/30/2011</p> <p>ARRA JUPITER INLET HABITAT RESTORATION Obligated Amount: \$186,440.46</p> <p>The total amount of award: \$186,440.46. The obligation for this award is \$186,440.46.</p>				186,440.46

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KEY OFFICIALS

<p>4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Velvette Clayton BLM Eastern States - Procurement 7450 Boston Blvd. Springfield, VA 22153 703-440-1741 Phone 703-440-1590 Fax</p>	<p>5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Palm Beach County 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2743 561-233-4233 Phone 561-233-2414 Fax</p>
<p>6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Faye Winters BLM Jackson Field Office 411 Briarwood Drive, Suite 404 Jackson, MS 39206 601-977-5431 office 601-966-2376 cell 601-977-5440 fax</p>	<p>7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER Michael Stahl Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2743 561-233-4233 Phone 561-233-2414 Fax</p>

I. Statement of Joint Objectives

A. **Purpose.** This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, ES State Office, and Palm Beach County to collaborate on a shoreline stabilization engineering design on the Indian River Lagoon in the Jupiter Inlet Lighthouse Outstanding Natural Area, a unit of BLM's National Landscape Conservation System. The project is located in northern Palm Beach County, Florida. The project will provide an engineering design and prepare those documents needed to submit the project for permitting, and respond to requests for additional information as the project proceeds through the permitting process. The project will support the American Recovery and Reinvestment Act through stimulation of the local economy through the creation and maintenance of county and private sector jobs. It will also continue to build strong collaborative partnerships at the Jupiter Inlet Lighthouse Outstanding Natural Area.

B. Objective.

Preliminary Design

Review and evaluate existing site conditions, review and verification of existing data and completion of necessary resource surveys. The resulting information will be used to establish the design criteria, develop a preliminary design and draft NEPA required documents. This phase will result in digital files of the preliminary design, a table of preliminary opinion of probable construction costs and exhibits to be used for planning purposes.

Environmental Permit Application

Preparation of the components necessary to submit a permit application and draft a response to as many as two (2) Requests for Additional Information (RAI). This phase will result in digital files of the complete permit application, responses to RAI's, the Biological Assessment, visual rendering of the design using CanVis software, planting plan, and permit drawings.

Final Design, Plans and Specifications

Preparation of technical specifications and construction plans for use in preparation of the bid documents, contract documents and supplemental conditions. This phase will result in digital files of the technical specifications and construction plans.

C. Authority.

1. American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5.

2. Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737 (b), as amended, Public Law 94-579, Section 307 (b), which authorizes cooperative agreements for the management, protection, development and sale of public lands.

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3. Consolidated Natural Resources Act, Section 202 (PL-110-229), signed May 8, 2008; 43 U.S.C.A. 1787.

D. Benefits. The activity to be undertaken through this agreement is in furtherance of the recipient's and BLM's mission by the providing the following benefits:

1. Provide much needed engineering design to control active erosion that has resulted in the loss of over 100 feet of the shoreline over the last 50 years.
2. Once constructed this design would increase public safety by stabilizing a bank that is an attractive hazard to the visiting public.
3. Create and save jobs by providing county government and local companies with engineering design work.

II. Definitions.

A. Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. American Recovery and Reinvestment Act of 2009 (ARRA). May also be referred to as Recovery Act.

C. Award Recipient: The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

D. Bureau of Land Management (BLM). May also be referred to as Bureau.

E. Palm Beach County may also be referred to as recipient.

F. Code of Federal Regulations (CFR).

G. Federal Financial Report (FFR).

H. Fiscal Year (FY): The Federal fiscal year which begins on October 1 of one year and extends through September 30 of the following year.

I. Financial Assistance Administrator/Grants Management Officer (GMO): The GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

J. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount available for reimbursement to the recipient.

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K. Office of Management and Budget (OMB). All OMB Circulars and Standard Forms that apply to this agreement may be found on the OMB website at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Project Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FSRs, payments when the recipient is on agency review, and performance reports and recommend approval to the GMO. The PO is not authorized to issue changes or in any other way amend this agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

M. Project Director (PD)/Principle Investigator (PI): is the recipient's technical leader, designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

III. Project Management Plan.

A. The recipient and the BLM both agree to:

1. The original proposal is accepted as is.

D. The following recipient's documents are incorporated by reference: Project Proposal entitled "Jupiter Inlet Lighthouse Outstanding Natural Area Shoreline Stabilization and Enhancement Project" dated 06/24/2010, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs or SF-424C – Construction Programs, and SF 424B, Assurances – Non-Construction Programs or SF-424D– Construction Programs.

E. This agreement shall become effective on the date of signature of the GMO and may remain in effect until July 30, 2011. The BLM will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

IV. Special Terms and Conditions for Grants/Cooperative Agreements Awarded with ARRA Funds:

CLAUSES REQUIRED BY 2 CFR PART 176 *et seq.* (Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Award)

1. **Other Standard Terms and Conditions.** All other grant policy terms and conditions contained in applicable Department of the Interior Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the ARRA requirements below. Recipients are responsible for contacting their GMO for

any needed clarifications. Sub-awards include sub-grants and sub-contracts issued from this award.

2. §176.150 Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5

(a) This award term requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter beginning on October 10, 2009 in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Both the prime recipients and delegated sub-recipients must register as authorized users of the www.FederalReporting.gov solution prior to submitting reports. **Prompt registration is encouraged.** Award recipients should register within 10 business days of receiving an award once the registration function is available.

(d) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(e) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(f) **Federal Financial Reports:** Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of the quarterly FFR, the SF 425, Federal Financial Report (Short Form), (*Down load the form at: http://www.whitehouse.gov/OMB/grants/grants_forms.html*) to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

An original and one copy of the final FFR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

The GMO may review the report for patterns of cash expenditures, including accelerated or delayed draw downs, and to assess whether performance or financial management problems exist. Before submitting FFRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting *9*

system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

3 Report Frequency and Distribution. The following table summarizes the reporting requirements for this agreement.

REQUIRED REPORTS	Interim Reports	Final Report
Program Performance Report		
Format	Format required within www.FederalReporting.gov .	Format required within www.FederalReporting.gov .
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date	Within 10 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
Submit to:	www.FederalReporting.gov ; for quarterly reporting before www.FederalReporting.gov is available, submit to both the PO and GMO for this Agreement.	www.FederalReporting.gov
Financial Status Report		
Format	SF-425	SF-425
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
Submit to:	GMO	GMO

4. Non-compliance:

Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

5. §176.210 Award term - Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart __. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

6. Schedule of Expenditures of Federal Awards. Recipients agree to separately identify the expenditures for each grant/cooperative agreement award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c).

7. Whistleblower - Any grantee or sub-grantee awarded funds under ARRA shall promptly refer to an appropriate IG any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict

of interest, bribery, gratuity, or similar misconduct involving those funds. The Department of the Interior, Office of Inspector General can be reached via email at <http://www.doi.ig.gov/> or by phone at 1 (800) 424-5081.

8. Access of Offices of Inspector General to Certain Records and Employees.

a. Access. With respect to each contract or grant/cooperative agreement awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized—

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

b. Relationship to Existing Authority. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

9. Prohibition of Use of Funds for Certain Projects – ARRA funds cannot be used for imprudent projects such as: casinos, gambling establishments, aquariums, zoos, golf courses, or swimming pools.

10. Federal Civil Rights Laws and Principles – Recipients agree to be in compliance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal Assistance.

11. Prevent Mixing of Funds – Recipients are only required to report ARRA funds. To maximize transparency the agencies shall consider structuring assistance awards to allow for separately tracking ARRA Funds. OMB Guidance #M-09-15 §1.8, 2 CFR §176.20(b).

12. Lobbyist Communication – Communication with lobbyists must be disclosed and ARRA funds cannot be used for lobbying.**12. Compliance with Buy American Act.**

13. Wage Rate Requirements (Davis Bacon) Clause: 2 CFR §176.190 “Wage Rate Requirements under Section 1606 of the Recovery Act” for programs or activities that may involve construction, alteration, maintenance, or repairs – Exceptions: Tribal contract with BIA for construction or conservation corps per DOL letter of May 29, 2009 and the authorizing statutes of the conservation corps.

14. Compliance with Buy American Act.

a. Notice: Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, please be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

b. Recipient agrees to follow the requirements:

- 1) Buy American Act Clauses: Solicitation Notices: 2 CFR §176.150 "Notice Required Use of American Iron, Steel, and Manufactured Goods - - Section 1605 of the American Recovery and Reinvestment Act of 2009" and 2 CFR §176.170 "Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements)- - Section 1605 of the American Recovery and Reinvestment Act of 2009"
- 2) Award Clauses: 2 CFR §176.140 "Required Use of American Iron, Steel, and Manufactured Goods - - Section 1605 of the American Recovery and Reinvestment Act of 2009" and 2 CFR §176.160 "Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) - - Section 1605 of the American Recovery and Reinvestment Act of 2009"
- 3) Policy and Procedures included in 2 CFR §176.60 through 176.130.
- 4) US States, Other Sub-Federal Entities, and Other Entities Subject to U.S. Obligations under International Agreements in Appendix to Subpart B of Part 176.
- 5) ARRA §1605, must use U.S. iron, steel, manufactured goods unless 1) against public interest, not produced in sufficiently available quantity and of a satisfactory quality, 3) would increase cost of overall project by more than 25%. Head of agency must publish this finding of an exception in the Federal Register with a detailed justification. (2 CFR §176.80)

V. Standard Award Terms and Conditions.

A. Administrative and National Policy Requirements:

1. Office of Management and Budget (OMB) Circulars

By accepting Federal assistance, your organization agrees to abide by the applicable OMB Circulars in the expenditure of Federal funds and performance under this program. <http://www.whitehouse.gov/omb/circulars/>

2 CFR Part 220 (OMB Circular A-21) - Cost Principles for Educational Institutions

2 CFR Part 225 (OMB Circular A-87) - Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 230 (OMB Circular A-122) - Cost Principles for Non-Profit Organizations

2 CFR Part 215 (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

B. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here:
<http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy.

1. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

2. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

2 CFR Part 175 Trafficking Victims Protection Act of 2000

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace

2 CFR Part 1400 Government-Wide Debarment and Suspension
(Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

C. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

A request for an extension that is received by the GMO after the expiration date will not be honored.

D. This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

E. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

F. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or

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employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

G. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

IG's Office Access to Records - Recipients shall provide additional access for the Inspector General's office to examine recipient's records and to interview officers/employees of recipient.

H. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

I. Order of Precedence. Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

J. Amendments. The agreement may be amended by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the agreement.

All requests for amendment of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. Any request for project extension shall be made at least 30 days prior to the expiration date of

the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

K. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and Program Officer (PO).

L. Audit Requirements. Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

M. Metric Conversion. All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

N. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this

agreement is made with a corporation's general benefit.

O. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

P. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the recipient chooses to expend funds in excess of the approved project budget, the recipient will be responsible to fund the excess without funding participation by the Bureau.

Q. Inspection. The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

R. Copyrights.

1. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

"The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so."

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2. For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

"The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

S. Rights to Data. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

"The Federal Government has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes."

T. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

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4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

U. Central Contractor Registration (CCR).

Prior to award the Recipient shall register and maintain their own information with Dun & Bradstreet and the Central Contractor Registration System.

Obtain a valid Dun & Bradstreet Number (D&B) from Dun & Bradstreet @ <http://www.dnb.com>/or by calling them at 800-333-0505.

Register on the Central Contractor Registration System (CCR) @ <http://www.ccr.gov>

V. Monitoring. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such document. This right also includes timely and reasonable access to Recipient personnel for the purpose of interview and discussion related to such documents.

VI. Financial Support.

1. **Funding.** Funding for this agreement is made available through the ARRA. Funding provided through the ARRA is one-time funding. No additional ARRA funding will be authorized after September 30, 2010.
2. **FY Carryover.** Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY for this award.
3. **Maximum Obligations.** The total obligations, including amendments, represent the amount for which the BLM will be responsible for under the terms of this agreement. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that will require the expenditure of Federal funds above the current obligated amount.
4. **Cost Sharing.** Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64 for State, local and Indian tribal governments or Subpart F, Section 12.923 for institutions of higher education, hospitals, other non-profit and all other organizations.
5. **Program Income.** Program income generated by this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65 for State, local and Indian tribal governments or Subpart

F, Section 12.924 for institutions of higher education, hospitals, other non-profit and all other organizations.

VII. Payments

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient must register and request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2. The ASAP Requestor ID, furnished by the Department of Treasury, must be used to access the account to request reimbursement payments. The first ten characters are the agreement number (reference block 1 of agreement cover page). The remaining four characters identify BLM funding line items. Drawdown of funds must be taken from specific lines on this agreement.

3. Advance Payments. Since payments under this agreement will be made by the United States Department of Treasury through the ASAP system within a 3 day period after request; there should be a minimal need for advance payments.

4. Drawdown. Treasury Circular 1075 (31 CFR 205) requires that draw downs to a recipient organization shall be limited to minimum amounts needed and must be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances must be as close as administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

VIII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.73 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]".

VI. Key Officials.

The key officials listed on the page 2 are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. 21

Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

END OF AGREEMENT

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2010 - 1062

BGEX - 380 - 072010*1834
 BGRV - 380 - 072010*561

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED	ENCUMBERED	REMAINING
	BUDGET	BUDGET			BUDGET	/ Expended	
						7/9/2010	
<u>REVENUES</u>							
380-E462 ARRA Jup NA Shore Stabilizator 3139 Federal Grant Other Physical Enviro	0	0	186,441	0	186,441	0	186,441
TOTAL RECEIPTS & BALANCES	20,341,094	32,926,330	186,441	0	33,112,771		
<u>EXPENDITURES</u>							
380-E462 ARRA Jup NA Shore Stabilizator 3121 Engineering Services	0	0	186,441	0	186,441	0	186,441
TOTAL APPROPRIATIONS & EXPENDITURES	20,341,094	32,926,330	186,441	0	33,112,771		

Environmental Resources
 Management

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

Signatures & Dates

Richard E. Walsby 7/22/10
J. M. ... 7-29-38

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

August 17, 2010

Deputy Clerk to the
 Board of County Commissioners

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