

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** October 19, 2010

Consent

Regular

Workshop

Public Hearing

**Department**

**Submitted By:** Environmental Resources Management

**Submitted For:** Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

**A) approve** an Assistance Award (Award) with the U.S. Fish and Wildlife Service under the North American Wetlands Conservation Act (NAWCA) small grants program. The \$75,000 Award will help fund the West Loxahatchee Slough Restoration Project. The total project cost is \$225,000 with the County providing a \$50,000 in-kind match and the South Florida Water Management District (SFWMD) providing a \$100,000 in-kind match;

**B) approve** a Budget Amendment of \$75,000 in the Environmental Resources Capital Fund to recognize the Award;

**C) approve** an Interlocal Agreement (Agreement) with the South Florida Water Management District (SFWMD) for the replacement of the PC-17 Project Culvert located on the western leg of the C-18 Canal in the Loxahatchee Slough Natural Area (West Loxahatchee Slough Restoration Project) and the respective in-kind commitments for the NAWCA Award. The term of this Agreement is three (3) years; and

**D) authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, statements and other forms associated with the Award and the Agreement on behalf of the County, so long as the documents or amendments do not change the scope of work for the Award or modify the amount of the Award or its required matching funds.

**Summary:** The Loxahatchee Slough is located at the northern arm of the Florida Everglades, although connections with the remainder of the Everglades have been largely severed. The Project Site is located in the western portion of the County's Loxahatchee Slough Natural Area. The project will be done in partnership with the SFWMD and will remove and replace four deteriorated culverts which overdrain a large portion of the Loxahatchee Slough Natural Area. The project will help restore 652 acres and improve hydrology over 1,041 acres of wetlands.

**(Continued on page 3)**

**Attachments:**

1. West Loxahatchee Slough Restoration Location Map
2. Assistance Award
3. Budget Amendment (3654)
4. Interlocal Agreement

**Recommended by:**

*Richard E. Maloney*  
Department Director

10/14/10  
Date

**Approved by:**

*[Signature]*  
County Administrator

10/14/10  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$125,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<\$75,000>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	(\$50,000)	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$ 0</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____	No <u>X</u>			
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	Program _____

**B. Recommended Sources of Funds/Summary of Fiscal Impact**


North American Wetlands Conservation Act Small Grants Program administered by the U.S. Fish and Wildlife Service CFDA 15.623. No fiscal impact associated with the Interlocal Agreement.


**C. Department Fiscal Review:**



**III. REVIEW COMMENTS**

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

  
OFMB

 10/12/10  
Contract Development and Control  
E June 10/12/10

**B. Legal Sufficiency**

  
Assistant County Attorney

Grant Begin Date 8/3/10 End Date 8/3/12  
2 year period  
"In-Kind" (County) from accounts  
0001/380/3158 & 0001/380/3141

**C. Other Department Review:**

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

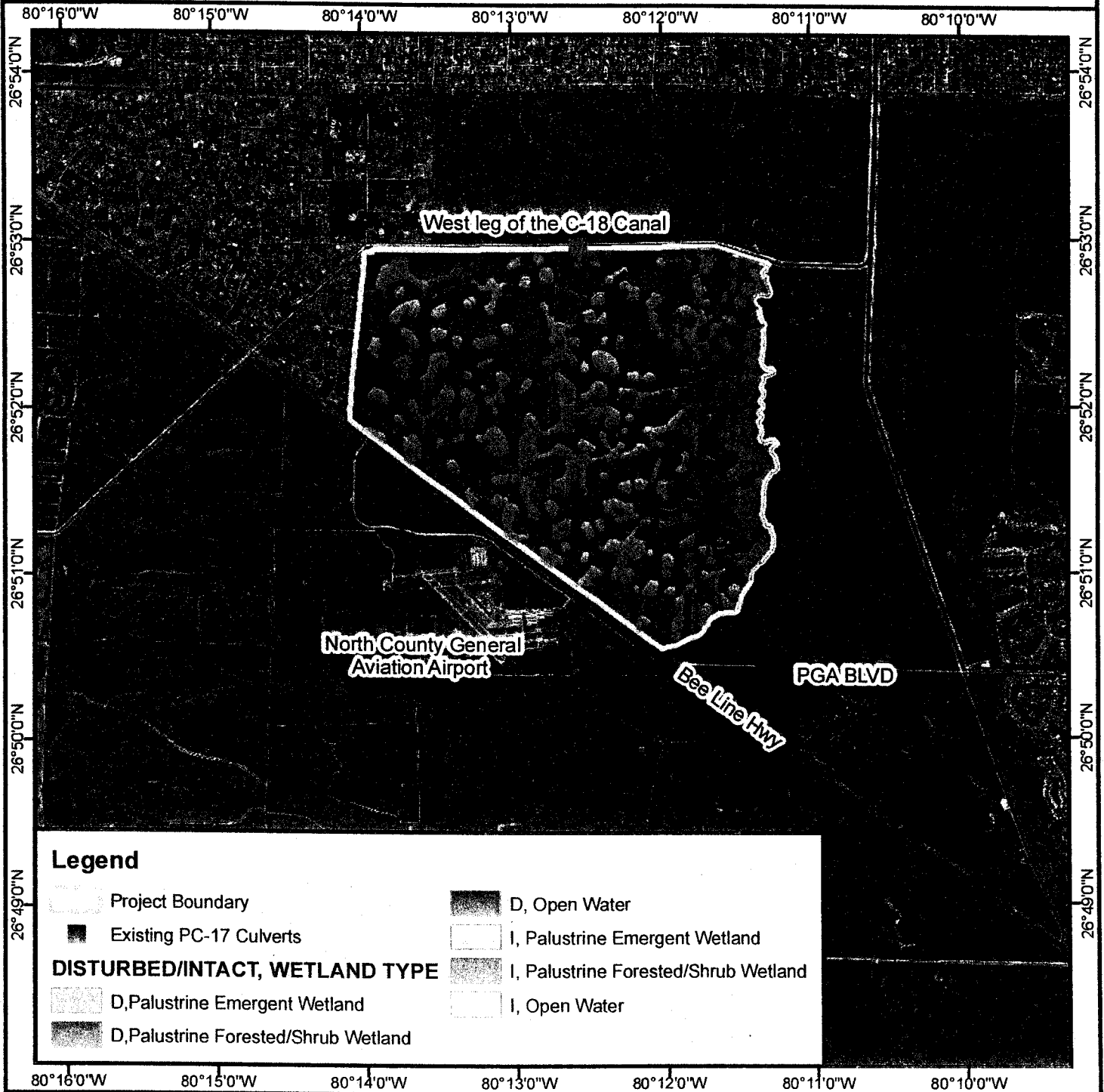
The Agreement with  
SFWMS ends on 7/31/13.

**(Continued from page 1):**

The SFWMD will provide the equivalent of \$100,000 in staff time and installation services towards the required \$150,000 in-kind match. County staff will provide the remaining \$50,000. No ad valorem hard match is required. The Agreement provides that the SFWMD will assist the County with the replacement of the four deteriorated culverts and reiterates the respective responsibilities of the SFWMD and the County with regards to the joint Award. District 1 (SF)

**Background and Justification:** The North American Wetlands Conservation Act of 1989 provides matching grants to organizations and individuals who have developed partnerships to carry out wetlands conservation projects in the United States, Canada, and Mexico for the benefit of wetlands-associated migratory birds and other wildlife. The Act was passed, in part, to support activities under the North American Waterfowl Management Plan, an international agreement that provides a strategy for the long-term protection of wetlands and associated uplands habitats needed by waterfowl and other migratory birds in North America. This project is part of a decades-long effort to restore the wetlands in the northern Loxahatchee Slough and its tributary buffer lands. This project will remove four deteriorated culverts on the west leg of the C-18 Canal and replace them with two new sets of culverts to achieve the targeted hydrologic restoration efforts. Once more natural hydroperiods are re-established, native wetland plant species will readily recruit into the restored areas. The Agreement provides responsibilities for both the County and the SFWMD in order to complete the project.

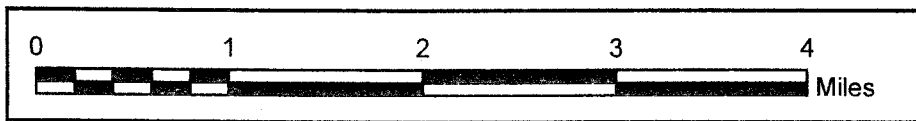
### IV. MAP OF PROJECT AREA



**Legend**

- Project Boundary
- Existing PC-17 Culverts
- DISTURBED/INTACT, WETLAND TYPE**
- D, Palustrine Emergent Wetland
- D, Palustrine Forested/Shrub Wetland
- I, Palustrine Emergent Wetland
- I, Palustrine Forested/Shrub Wetland
- I, Open Water

Acreage of wetland polygons			
	Palustrine Emergent Wetland	Palustrine Forested Wetland	Open Water
INTACT	713	324	4
DISTURBED	511	135	6
TOTAL	1224	459	10





## U.S. Fish and Wildlife Service ASSISTANCE AWARD

PAGE 1 OF 1 PAGES

1. AGREEMENT NO. **FL-N161C**

2. MODIFICATION NO.

3. TYPE OF AWARD (Check one)

- Grant Agreement  
 Cooperative Agreement

4. PROJECT TITLE AND LOCATION

**WEST LOXAHATCHEE SLOUGH RESTORATION, FL**

5. AWARD RECIPIENT

Richard Walesky, Department Director  
 Palm Beach County Dept. Of Environmental Resources  
 Management  
 301 N. Olive Avenue  
 West Palm Beach, FL 33401  
 Phone: 561-233-2400 E-mail: [rwalesky@pbcgov.org](mailto:rwalesky@pbcgov.org)

6. FWS GRANT OFFICER

U.S. Fish and Wildlife Service  
 Attn: Rodecia McKnight  
 Division of Bird Habitat Conservation  
 4401 N. Fairfax Drive, MBSP 4075  
 Arlington, Virginia 22203

Phone: (703) 358-2266 FAX: (703) 358-2282  
 E-mail: [rodecia\\_mcknight@fws.gov](mailto:rodecia_mcknight@fws.gov)

7. RECIPIENT'S PROJECT OFFICER

Richard Walesky, Department Director  
 Palm Beach County Dept. Of Environmental Resources  
 Management  
 301 N. Olive Avenue  
 West Palm Beach, FL 33401

Phone: 561-233-2400 Cell phone (optional):  
 FAX: 561-233-2414 E-mail: [rwalesky@pbcgov.org](mailto:rwalesky@pbcgov.org)  
 Additional Contact: Allison Suave,  
[Asuave@pbcgov.gov](mailto:Asuave@pbcgov.gov), 561-233-2464

8. PROGRAM STATUTORY AUTHORITY:

- North American Wetlands Conservation Act, PL 101-233, as amended (16 USC 4401 *et seq.*)  
 Neotropical Migratory Bird Conservation Act of 2000, P.L. 106-247 (16 USC 6101)

9. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) No.:

- 15.623 (North American Wetlands Conservation Act)  
 15.635 (Neotropical Migratory Bird Conservation Act)

10. DUNS: 078470481  
EIN/TIN: 59600078511. FUNDING PERIOD:  Two years from the execution of the agreement (date of signature in Box 17 of the original Assistance Award)  
 Begins and ends

12. TYPE OF RECIPIENT (Check one)

- STATE GOVERNMENT  
 LOCAL GOVERNMENT  
 FEDERALLY RECOGNIZED  
 INDIAN TRIBAL GOVERNMENT  
 EDUCATIONAL INSTITUTION  
 NON-PROFIT ORGANIZATION  
 COMMERCIAL ORGANIZATION  
 INDIVIDUAL  
 HOSPITAL  
 OTHER

13. FUNDING INFORMATION

The undersigned hereby certifies that funds in the amount of \$75,000 are hereby available in "Charge to Account" and reserved for this transaction and authorized for the purpose intended.

*Colleen Holland*  
 Colleen Holland, Financial Manager, DBHC

Date 7/30/2010

	FWS	Match	Other Contributions
This Obligation	\$75,000	\$150,000	\$0
Previous Obligation	\$	\$	\$
Total Obligation	\$75,000	\$150,000	\$0

- Reimbursement payments only (advances not authorized). Quarterly Federal Financial Reports are not required. Annual Federal Financial Reports (SF425) are required as described in the applicable grant policy.  
 Reimbursement and advance payments allowed. Quarterly Federal and annual Federal Financial Reports (SF425) are required as described in the applicable grant policy.

CHARGE TO ACCOUNT: 4762 DCN#91100-10-0112  
 2010- 91100-3730-SM41 411G ABC: 7C

14. PROVISIONS: This agreement incorporates the following provisions by reference:

- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs (<http://www.gpoaccess.gov/cfr/index.html>)  
 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (<http://www.gpoaccess.gov/cfr/index.html>)  
 Project proposal dated 10/29/2009, approved for funding by the Migratory Bird Conservation Commission or FWS Director (as applicable) on 06/10/2009, except as modified in box 15.  
 Recipient's Application for Federal Assistance (SF424) dated 10/22/2009  
 Correspondence between the Recipient and the Division of Bird Habitat Conservation dated \_\_\_\_\_  
 United States Grant Administration Standards dated January 2006  
 Other (describe)

By accepting this document, the Recipient also certifies that all aspects of the Project will comply with the National Historic Preservation Act of 1966, as amended.

15. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THE APPROVED PROJECT, ANY SPECIAL CONDITIONS APPLICABLE TO THE APPROVED PROJECT, AND/OR ANY MODIFICATION OF THE APPROVED PROJECT: The Loxahatchee Slough is located at the northern arm of the Florida Everglades, although connections with the remainder of the Everglades have been largely severed. The project site is located in the western portions of the Loxahatchee Slough Natural Area of Palm Beach County. The project will restore 652 acres and enhance 1,041 acres of wetlands. This project will remove four deteriorated project culverts and replace them with two new culverts to achieve the targeted restoration hydrograph. Invasive exotic plants will also be removed. This area is an important rest stop for migrating birds and provides significant wintering and breeding habitat for many species.

16. The recipient is NOT required to sign this agreement.

If the U.S. Fish and Wildlife Service Program Officer has not received a written notice declining the award or requesting a delay of the execution date from the Recipient within 10 business days of the date that the Recipient receives this award, the funding period of the agreement will begin on the date designated on this document.

17. NAME AND TITLE OF U.S. FISH AND WILDLIFE SERVICE OFFICIAL

Michael J. Johnson, Chief, Division of Bird Habitat Conservation

SIGNATURE: *[Signature]*DATE: 08/03/2010**OBLIGATED**

2011 -

BGEX - 380 - 0916100000000002120

BGRV - 380 - 0916100000000000593

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3654 Environmental Resources Capital Projects

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended 9/15/2010	REMAINING BALANCE
<b><u>REVENUES</u></b>							
<b><u>Loxahatchee Slough-Ecosite 109</u></b>							
381-E270      3139-Fed Grant Other Physical Environment	0	0	75,000	0	75,000	0	75,000
<b>TOTAL RECEIPTS &amp; BALANCES</b>	<b>16,401,406</b>	<b>16,401,406</b>	<b>75,000</b>	<b>0</b>	<b>75,000</b>		
<b><u>EXPENDITURES</u></b>							
<b><u>Loxahatchee Slough-Ecosite 109</u></b>							
381-E270      6504 - Iotb Non Infrastructure	531,735	531,735	75,000	0	606,735	0	606,735
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	<b>16,401,406</b>	<b>16,401,406</b>	<b>75,000</b>	<b>0</b>	<b>16,476,406</b>	<b>0</b>	

Environmental Resources  
Management

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

Signatures & Dates

*Richard E. Walby* 9/22/10

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

October 19, 2010

Deputy Clerk to the

Board of County Commissioners

Attachment 3

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ORIGINAL

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**AND**  
**PALM BEACH COUNTY**  
**FOR**  
**REPLACEMENT OF THE PC-17 PROJECT CULVERTS ON THE WEST LEG OF THE**  
**C-18 CANAL IN THE LOXAHATCHEE SLOUGH NATURAL AREA**

**THIS INTERLOCAL AGREEMENT** (this "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a Florida public corporation created by the Florida legislature under Chapter 373, Florida Statutes (the "District") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to collectively as "the Parties").

**WITNESSETH:**

WHEREAS, on March 12, 1991, the voters of Palm Beach County approved a \$100 million bond referendum for the acquisition of environmentally sensitive lands; and

WHEREAS, certain environmentally-sensitive real property now known as the Loxahatchee Slough Natural Area was designated as one of the high-priority sites to be acquired with funds from the above-cited bond referendum; and

WHEREAS, the County has purchased or otherwise obtained 12,836± acres of certain real property within the Loxahatchee Slough Natural Area, hereinafter identified as the "Natural Area;" and

WHEREAS, the County purchased or otherwise obtained said real property within the Natural Area with the intent to perpetually preserve, restore and maintain the biological communities in their natural condition for environmental purposes; and

WHEREAS, the County has received grant funds from several sources, including the Loxahatchee River Preservation Initiative, Bureau of Invasive Plant Management, and the Natural Resources Conservation Service, to restore the Natural Area by removing exotic vegetation and restoring on-site hydrology; and

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WHEREAS, the County has begun using those grant funds to conduct hydrologic restoration of the overland sheet flow that was historically evident in the Natural Area by filling in on-site drainage ditches; and

WHEREAS, the District has begun implementation of elements of Part 1 of the North Palm Beach County Project of the Comprehensive Everglades Restoration Plan ("CERP") by constructing the G-160 and G161 water control structures within the main channel of the C-18 Canal; and

WHEREAS, pursuant to CERP, the G-160 and G-161 water control structures are intended to raise water levels, improve the duration of the wet portion of the hydro period of the Natural Area, and store water within the Natural Area to be released during the dry periods of the year to maintain base flows to the wild and scenic Loxahatchee River; and

WHEREAS, there are a number of culverts maintained by the District that control water draining from the Natural Area into the main channel and west leg of the C-18 Canal, four of which are known as the PC-17 Project Culvert; and

WHEREAS, the Parties agree that the PC-17 Project Culvert is in disrepair and drain water from the Natural Area to the detriment of both Parties' efforts to restore the hydrology of the Natural Area; and

WHEREAS, the Parties wish to replace the PC-17 Project Culvert to more effectively control the water elevation within the Natural Area; and

WHEREAS, the Parties agree that the new PC-17 replacement Project Culverts should not be installed at the existing location but split into two new locations, one west of the current location and one east of the current location with two culverts at each location; and

WHEREAS, the Parties wish to make the most efficient use of their powers by cooperatively managing the hydrological restoration efforts of the Natural Area; and

WHEREAS, the Parties, in order to secure funds to purchase the culverts and other materials needed to replace the PC-17 Project Culvert, jointly applied for \$75,000 in federal grant funding under the small grants division of the North American Wetland Conservation Act (NAWCA) as administered by the United States Fish and Wildlife Service (FWS) a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the County and District, respectively agreed to provide \$50,000 and \$100,000 of in-kind services, equipment costs and/or direct payments related to the removal and replacement of the PC-17 Project Culvert, as part of the joint NAWCA grant application; and

WHEREAS, on March 17, 2010, the North American Wetland Conservation Council met to select which grant applications would be funded; and



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WHEREAS, on March 23, 2010, the County received written notification that the joint NAWCA grant application was selected to receive \$75,000 in NAWCA grant funds for the PC-17 culvert replacement project, a copy of which is attached hereto as **Exhibit "B"**.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS; AUTHORITY TO ENTER INTO AGREEMENT.**

**1.1 Recitals.** The Parties hereto acknowledge and agree that the Recitals set forth above are true and correct, and are incorporated in this Agreement as if fully set forth herein.

**1.2 Authority.** The Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes (2009), known as the "Florida Interlocal Cooperation Act of 1969".

**SECTION 2. INTENT.** The Parties desire to set forth their mutual understanding and agreement with respect to the Parties' responsibilities for removal of the four deteriorated culverts at PC17, the installation of four replacement culverts split between two locations agreed to by the Parties and for the administration of the NAWCA grant and expenditure of the grant funds.

**SECTION 3. COUNTY RESPONSIBILITIES.** County shall be responsible for the following:

A. County shall administer the NAWCA grant including tracking of County staff time for all activities related to the grant, obtaining National Environmental Protection Act and National Historic Preservation Act clearances, establishment of a SMARTLINK account, invoicing the grant for project-related materials, and reporting as required by the grant award contract.

B. County agrees to reimburse District for all materials and subcontractor services necessary to construct the new PC 17 Project Culverts, provided the cost of such materials and services does not exceed \$75,000. Said reimbursement shall be paid to District no later than one (1) month from County's receipt of a written payment request and all necessary supporting documents from District.

C. County has assisted District in selecting the optimal locations for the replacement culverts (as depicted in **Exhibit "C"**), and agrees to provide information needed for the design of the replacement culverts, and shall assist the District as needed in obtaining any necessary permits for construction of the replacement culverts.

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D. County shall assist District with the preparation of bid documents related to the procurement of necessary materials and sub-contractor services. County shall also assist District with construction coordination/oversight.

E. County shall conduct pre-construction, construction and post-construction hydrological and biological monitoring as detailed in the NAWCA grant application.

**SECTION 4. DISTRICT RESPONSIBILITIES.** District shall be responsible for the following:

A. District shall take the lead role in obtaining any necessary permits for the removal and replacement of the PC-17 Project Culverts. The District is committed to providing \$100,000 of in-kind services by providing \$80,000 in staff time, equipment, and services from the Okeechobee Field Station to construct and install the two replacement project culverts. District will also provide \$20,000 in staff time and services to provide surface water modeling, develop design standards and drawings.

B. District shall design the replacement culverts based on the current conditions of the property (i.e vegetation, slope of berm and ground elevations) at the two new locations along the west leg of the C-18 Canal as depicted in **Exhibit "C"**.

C. District shall supply the equipment and manpower needed to remove and replace the PC-17 Project Culverts. District shall remove the four existing culverts, along with all associated concrete slabs, boards and other non-native materials. District shall also install the four new replacement culverts split between the two locations agreed to by the Parties and construct any necessary appurtenances required for proper operation of the replacement culverts.

D. District shall pay the cost of all materials and subcontractor services necessary for the removal and replacement of the PC-17 Project Culverts in anticipation of reimbursement from the County for the materials and subcontractor services related to the installation of the new PC-17 Project Culverts. District shall be solely responsible for any costs related to the removal or installation of the new PC-17 Project Culverts that exceed the \$75,000 NAWCA grant and shall not seek additional reimbursement from County.

E. Upon removal of the existing PC 17 Project Culvert, District shall reconstruct and re-contour the canal bank of the west leg of the C-18 Canal at the location where the culverts were removed and prepare all post-construction as-built surveys and engineering documents required by the applicable project permits.

F. District shall comply with the requirements set forth in the March 23, 2010 notification email received from the FWS Program Officer, Ms. Rodecia McKnight, attached as **Exhibit "B"** and any other requirements imposed by NAWCA as a condition of the grant.

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G. District shall assist County, as needed, in obtaining National Environmental Protection Act and National Historic Preservation Act clearances for removal and replacement of the PC-17 Project Culverts.

H. District shall track all District staff, equipment, and materials costs, and any other District expenditures related to the removal and replacement of the PC-17 Project Culverts. District shall provide said information to County in writing within twenty (20) days of receipt of a written request from County.

**SECTION 5. NOTICES.** All notices, consent, approvals and other communications which may be or are required to be given by either the County or the District under this Agreement shall be properly given only if made in writing and sent by (i) hand delivery, (ii) certified or registered mail, postage prepaid, return receipt requested, with all delivery charges paid by the sender, or (iii) facsimile with confirmation of receipt, and addressed to the County or District and their attorneys, as applicable, as follows:

County:

Palm Beach County  
Department of Environmental Resources Management  
Attention: Director Richard Walesky  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411.  
Telephone: (561) 233-2400  
Facsimile: (561) 233-2414

With copy to:

Shannon Fox, Esq.  
Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: (561) 355-2249  
Facsimile: (561) 355-6461

District:

South Florida Water Management District  
Attention: Lucine Dadrian  
Post Office Box 24680  
West Palm Beach, Florida 33416  
Telephone: (561) 682-2685  
Facsimile: (561) 682-5855



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Such notices shall be deemed received: (1) if delivered by hand, on the date of delivery; (2) if sent by certified or registered mail, on the date it is received as evidenced by signature on the return receipt; or (3) if by facsimile, on the date of delivery as shown on the delivery confirmation receipt, unless such date is a weekend or holiday, in which case the facsimile shall be deemed received upon the next business day following delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Any change of address must be made by written notice to the other Party and such change shall be effective five (5) days following receipt of such written notice by the other Party. Any change of facsimile number shall be effective upon receipt. If written notice, demand or request is made as provided herein, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, incorrect address or otherwise (but not refusal of acceptance), such notice shall be deemed to have been received by the Party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

**SECTION 6. DEFAULT; REMEDIES.** Notwithstanding any other provisions of this Agreement to the contrary, the County and District covenant and agree for themselves, their successors and assigns, that neither the County nor the District will, whether by action or inaction, permit or allow the breach or violation of the provisions of this Agreement. In the event the County or District breaches or violates the provisions of this Agreement, the non-breaching Party shall provide the breaching Party with written notice specifying the nature of the breach or violation ("Default Notice"). Following receipt of the Default Notice, the breaching Party shall diligently commence and proceed to cure such breach or violation as expeditiously as reasonably possible and, in any case, within thirty (30) days following receipt of the Default Notice; provided, however, if the breach or violation is of a nature that it cannot be cured within thirty (30) days, the breaching Party shall be entitled to additional reasonable time, if agreed to in writing by the non-breaching Party, to cure the breach or violation. It is expressly provided that upon either Party's breach or violation of any of the provisions of this Agreement that extends beyond the cure period as set forth herein, the non-breaching Party is entitled to enforce the terms and conditions set forth herein by any action available at law or in equity including, but not limited to, an action for an injunction as well as availing itself of all other legal and equitable remedies including, but not limited to, an action for money damages, or both.

**SECTION 7. GENERAL PROVISIONS.**

**7.1 Term.** This Agreement shall become effective upon execution by both Parties and shall remain in effect for the period necessary to complete removal of the existing PC-17 culverts and construction of the replacement culverts, which shall not exceed three (3) years from the date of execution of this Agreement. This Agreement shall expire on the earlier date of either completion of removal of the existing PC-17 project culverts, construction of the replacement PC-17 culverts and completion of the NAWCA grant requirements, or July 31, 2013, unless extended by an amendment executed by the Parties hereto.

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**7.2 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.

**7.3 Interpretation.** 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. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. In the event that any provision of this Agreement conflicts or appears to conflict, this Agreement and all exhibits and documents specifically incorporated herein by reference shall be interpreted as a whole to resolve the inconsistency.

**7.4 Non-waiver.** No waiver by the District or County of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to the District or County upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by the District or County of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

**7.5 Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the agreement between the Parties as contained herein, the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

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

**7.7 No Personal Liability of District or County.** The County acknowledges that this Agreement is entered into by a public corporation as the District, and the District acknowledges that this Agreement is entered into by a political subdivision of the State of Florida as the County. The District and County agree that no individual county commissioner, board member, administrative official, employee, or representative of the District or County shall have any personal liability under this Agreement or under any document executed in connection with the transactions contemplated by this Agreement.

**7.8 WAIVER OF TRIAL BY JURY.** THE DISTRICT AND COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER

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DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED  
IN CONNECTION THEREWITH.

**7.9 Liability.** Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the District against all actions, claims or damages arising out of the County's negligence in connection with this Agreement and any amendment hereto, and the District shall indemnify, defend and hold harmless the County against all actions, claims or damages arising out of the District's negligence in connection with this Agreement and any amendment thereto. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either Party for such other Party's negligent, willful or intentional acts or omissions.

**7.10 Insurance.** Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County and the District acknowledge to be insured or 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 the County or District maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, the County and District shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The County and the District agree to maintain or to be insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either Party shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the other Party agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the County or the District of its liability and obligations under this Agreement or any amendments hereto. The Parties further agree that nothing contained herein shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the Laws of the State of Florida or any political subdivision thereof; (2) the consent of the state of Florida, the Parties, or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents and agencies or any political subdivisions thereof beyond the waiver provided in Section 768.28, Florida Statutes.

In the event that District subcontracts any part or all of the work hereunder to any third party, District shall require each and every subcontractor to identify County as an additional insured on all general liability insurance policies as required by District and by this Agreement. Any contract awarded by District for work under this Agreement shall include a provision whereby the contractor or subcontractor agrees to defend, indemnify, and pay on behalf, save and hold District and County harmless from all damages arising in connection with said contractor or subcontractor's actions or inactions related to the work performed related to this Agreement.

**7.11 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.

**7.12 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.

**7.13 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 for five (5) years. The Parties shall have the right to examine, in accordance with generally accepted governmental auditing standards, all records directly or indirectly related to this Agreement. In the event that the Parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the Parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Parties.

**7.14 Public Access to Records.** The Parties shall allow public access to all documents and materials related to this Agreement in accordance with Chapter 119, Florida Statutes, and related statutes. Should either Party assert any exemption to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive relief or other relief provided by law, shall be upon the Party asserting the exemption.

**7.15 Public Entity Crime.** The Parties acknowledge and agree that neither Party, nor any of its suppliers, subcontractors, or consultants who shall perform work pursuant to this Agreement has been convicted of a public entity crime or that a period of time longer than thirty-six (36) months has passed since such person was placed on the convicted vendor list. This agreement shall be subject to termination if either Party fails to comply with the mandates of Section 287.133, Florida Statutes.

**7.16 Compliance with Laws.** The Parties and their employees, subcontractors, or assigns, if any, shall comply with all applicable federal, state, and local laws and regulations relating to performance of this Agreement.

**7.17 Non-Discrimination.** No Party hereto shall discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, disability, gender identity or expression, or marital status with respect to any activity occurring pursuant to this Agreement.

**7.18 Assignment.** This Agreement shall not be assigned in whole or in part without the prior written consent of both Parties. Any assignment made in whole or in part without the prior written consent of the other Party hereto shall be void and without legal effect.

**7.19 Relationship of the Parties.** Neither Party shall be considered an employee or agent of the other Party. Nothing in this Agreement shall be construed 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. Both Parties are free to enter into contracts with other Parties for similar services. The County assumes no duty to supervise the District in its performance of this Agreement, and the District shall remain solely liable for compliance with all safety requirements and for the safety of any employees or agents of the District during the performance of this Agreement.

**7.20 Funding Contingency.** The obligations and duties set forth in this Agreement are contingent upon the availability of funding appropriated by the County's Board of County Commissioners and the District's Governing Board, and this Agreement does not obligate future appropriations for the obligations and duties created herein.

**7.21 Survival.** The provisions of paragraph 7.8, 7.13, and 7.14 shall survive the expiration or termination of this Agreement. In addition, any covenants, provisions, or conditions set forth in this Agreement that bind the Parties after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**7.22 Beneficiaries of Agreement.** It is the intent and understanding that this Agreement is solely for the benefit of the County and the District. No person or entity other than the District or the County shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

**7.23 Entire Agreement; Amendment.** This Agreement, and all the Exhibits referenced herein and annexed hereto, contain the final, complete and entire Agreement of the Parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. This Agreement may only be amended by an agreement in writing signed by the Parties hereto.

(Remainder of this page intentionally left blank)

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IN WITNESS WHEREOF, the District and County have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

Signature \_\_\_\_\_

Print Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Witness Name \_\_\_\_\_

Office of Counsel Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District Attorney

COUNTY:

Date of Execution by County:  
\_\_\_\_\_, 2010

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, a  
Political Subdivision of the State of  
Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Burt Aaronson, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

By: \_\_\_\_\_  
Assistant County Attorney

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

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EXHIBIT "A"

JOINT APPLICATION FOR NAWCA GRANT

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Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcgov.org/erm

■  
**Palm Beach County  
Board of County  
Commissioners**  
  
Burt Aaronson, Chair  
Karen T. Marcus, Vice Chair  
  
Jeff Koons  
Shelley Vana  
Steven L. Abrams  
Jess R. Santamaria  
Priscilla A. Taylor  
  
County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

December 14, 2009

Rodecia McKnight  
NAWCA Small Grants Administrator  
U.S. Fish and Wildlife Service/DOI  
Division of Bird Habitat Conservation  
4401 N. Fairfax Drive-MBSP 4075  
Arlington, VA 22203

Dear Ms. McKnight:

**SUBJECT: NAWCA SMALL GRANT - WEST LOXAHATCHEE SLOUGH  
RESTORATION, FL #4762; PARTNERSHIP COMMITMENT  
LETTER**

Palm Beach County Department of Environmental Resources Management (the County) is committed to providing \$50,000 in in-kind services as part of the matching funds for the County's West Loxahatchee Slough Restoration grant application under the North American Wetland Conservation Act (NAWCA) small grants program. We believed that we made such a commitment in our October 22, 2009 grant application, but are submitting this letter to confirm that commitment. Our contributions are eligible according to the criteria listed in the small grants instructions. The following are the details of the County's proposed contributions.

The County will provide the following in staff time for the various project activities: \$17,590 for project modeling and design studies, and permitting activities; \$5,000 to manage culvert removal and installation; \$3,000 for bid coordination and purchasing; \$12,000 in grant administration; and \$12,310 in monitoring activities to determine if grant activities are producing the desired results. The County will also pay \$100 in expected permitting fees. County staff has already spent considerable time in developing preliminary design information; establishing monitoring stations for the project site; and conducting background monitoring activities.

The County has entered into a partnership with the South Florida Water Management District (the District) to supply \$100,000 in in-kind construction and equipment services as part of our grant application. The County and the District are seeking \$75,000 in NAWCA grant funds for the purchase of new culvert and riser materials, sheet piles, and to cover the costs of rip-rap, sod, and survey subcontractors. We look forward to working with the District and the NAWCA Joint Venture to accomplish this critical project that will restore and enhance large acreages of wetlands in the western portion of the Loxahatchee Slough Natural Area, and provide supplemental flows to the Northwest Fork of the Loxahatchee River, a federally-designated wild and scenic river in Florida.

Sincerely,

Richard E. Walesky, Director  
Environmental Resources Management

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## WEST LOXAHATCHEE SLOUGH RESTORATION MONITORING

The hydrologic monitoring for the West Loxahatchee Slough Restoration Project is designed to evaluate and measure the success of hydrologic restoration efforts on the disturbed wetland habitats within the 3,814-acre project boundaries. The only monitoring proposed for this project is hydrologic and photomonitoring. This is consistent with the basic monitoring performed on all County-managed natural areas and is consistent with state and federal permit requirements of similar hydrologic restoration projects on other County natural areas. Although the monitoring program will extend over an approximate 4 year time-frame – 1.5 years of pre-construction/baseline monitoring, 0.5 years of construction monitoring and 2 years of post-construction monitoring – only the construction and post-construction monitoring costs will be submitted as part of Palm Beach County's in-kind match.

Hydrological monitoring will be performed at two stations – one in the northern portion of the site and one in the southern portion - on a monthly basis to allow for an assessment of seasonal fluctuations in water levels that might not be possible with less frequent monitoring. Monitoring of the hydrologic stations will typically occur on the last Wednesday of each month to avoid any bias in the monitoring data. Surface water levels will be read directly from a staff gauge face plate. Groundwater levels will be read from the well top casing down to the water level. A water level meter with an audible probe, graduated at 0.01-foot intervals, will be used to obtain accurate measurements. All data collected will be entered into an Oracle based database. The hydrologic monitoring stations are remote and only accessible by four-wheel drive vehicles which adds to the time needed to complete each monitoring phase. It is estimated that a County Environmental Technician will work approximately 6 hours monthly for 2.5 years to collect and enter this data. With an hourly County charge-off rate of \$44.50 for an Environmental Technician II, this cost is estimated to be \$8,010 for the two and a half year construction/post-construction monitoring effort.

The objective of photomonitoring is to obtain a qualitative, long-term visual record of changes in vegetative composition and/or structure over time, including the effects of planned management and restoration activities. Six permanent photopoints will be established in habitats where it is anticipated that changes will occur due to the restoration activities. Monitoring will occur on a biannual basis. The six photomonitoring stations – three in wetlands which will be restored and three in wetlands that will be enhanced - are remote and only accessible by four-wheel drive vehicles.

All photos will be taken using the widest angle "zoom" possible (on all cameras) in order to give sufficient overlap between the photos to arrange a composite panorama. Photos will be taken using the image quality that maximizes image resolution while maintaining practical storage capacity. Three sequential photos will be taken at approximately 45-degree intervals to obtain a panoramic image of the target vegetation and habitat (the degree graduation marks on the tripod will be used to make this alignment). The tripod will be set up so that the camera mount is 4.5 feet above the ground, directly over the top of the rebar marking the station, at a 90-degree angle to the ground (a level will be used if the photopoint is on uneven terrain). The center point of the middle photo shall be aligned with one of four cardinal directions. A compass will be placed on top of the camera to assist with this alignment. The range pole at the reference point will be



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included in the middle photograph. All data related to the photos, the reference point, and the range pole will be recorded on the Photopoint Station Data Sheet at the time the photos are taken. Photos will be merged into a photo panorama by using a windows based photo editing program and entered by staff in to an Oracle based database.

It is estimated that a County Senior Environmental Analyst will work 12 hours during each photomonitoring event - taking the photos, merging them into a panorama, and entering them into the database. Additionally, aerial photos will be taken annually utilizing the Palm Beach Sheriff Office airplane or helicopter, to photodocument large scale changes to the project site. With a County charge-off rate of \$67.04 for a Senior Environmental Analyst, this cost is estimated to be \$4,022 for the two and a half year construction/post-construction photomonitoring effort. County staff will compile all of the collected data into a brief report for submittal to NAWCA within three months of completion of the two-year post-construction monitoring phase. The estimated cost of the preparing this report is \$278. The total cost of all construction/post-construction monitoring, including report preparation, is \$12,310.

NOTE: The County is not asking NAWCA to approve the cost of installing the surface water gauges and groundwater wells (approximately 16 hours at \$44.50 per hour = \$712), or establishing the photopoint monitoring stations using rebar and GPS technology (approximately 8 hours at \$67.04 per hour = \$536) as part of its in-kind match. Nor, is the County asking NAWCA to approve the cost of the approximate one and a half year pre-construction/baseline hydrologic and photomonitoring (approximately 108 hours at \$44.50 per hour = \$4,806, plus approximately 36 hours at \$67.04 per hour = \$2,413) as part of its in-kind match.

I. COVER PAGE

Project Title: West Loxahatchee Slough Restoration, North American Wetlands Conservation Act  
(NAWCA) Small Grant Proposal

NAWCA funding requested: \$75,000

Project Location: Western portions of the City of Palm Beach Gardens, Florida which lies in  
the northeastern portion of Palm Beach County, Florida.

Central Coordinates of Project Site: UTM Zone 17R - 578591m E, 2971866m N

Geodetic - 80° 12' 31'' W, 26° 51' 58'' N

Congressional District: FL-016

Coastal or Non-Coastal Project Site: Coastal

Applicant Organization: Palm Beach County Dept. of Environmental Resources Management

DUNS Number: 079974098

Street Address: 2400 N. Jog Road, 4<sup>th</sup> Floor

City, State, Zip: West Palm Beach, FL 33411-2473

Project Officer: Richard E. Walesky, Director

Telephone Number: (561) 233-2400

Facsimile Number: (561) 233-2414

Electronic Mail Address: [rwalesky@pbcgov.org](mailto:rwalesky@pbcgov.org)

Date Submitted: October 22, 2009

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**II. SUMMARY TABLE**

**General Project Info**

Title West Loxahatchee Slough Restoration  
 State(s) Florida  
 County (list all) Palm Beach  
 City (nearest to project site) Palm Beach Gardens  
 Congressional District(s) FL-016

**Location Coordinates**

UTM zone	17R	UTM Easting	578591m	UTM Northing	2971866m
Latitude, degrees	26	Lat., minutes	51	Lat., seconds	58
Longitude, degrees	80	Long., minutes	12	Long., seconds	31

Joint Venture ATLANTIC COAST  
 Bird Cons. Region BCR 31 Peninsular Florida  
 Coastal or Non-Coastal Coastal

<b>Grant Request Amount</b>	<b>\$75,000</b>
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Matching Partner Names	Total Match Contribution	Cash Amount	In-Kind Amount	Partner Type
Palm Beach County	\$50,000.00		\$50,000.00	Local Government
S. Florida Water Mgmt Dist.	\$100,000.00		\$100,000.00	State Government

Non-Match Partner Names	Total NonMatch Contribution	Cash Amount	In-Kind Amount	Partner Type	Contribution Type

<b>Total Project Funding</b>	<b>\$225,000.00</b>	xxxxx	xxxxx	xxxxx	xxxxx
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Project Activities	Cost	Additive Acres	Non-Additive Acres	Duration	Funding Source Type
	\$87,825.00	652			
	\$137,175.00	1,041			
<b>Activities Totals</b>	<b>\$225,000.00</b>	<b>1,693</b>		xxxxx	xxxxx

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### III. PROJECT DESCRIPTION AND SCOPE OF WORK, TIMETABLE, AND PARTNER INFORMATION

#### A. PROJECT DESCRIPTION AND SCOPE OF WORK

This project is part of a decades-long effort to restore the wetlands in the northern Loxahatchee Slough and its tributary buffer lands. The Loxahatchee Slough is the northern arm of the Florida Everglades, although connections with the remainder of the Everglades have been largely severed. The project is located in the western portions of the 12,836-acre Loxahatchee Slough Natural Area, which contains the largest wetland system in the northeastern portion of Palm Beach County. Combined with adjacent conservation lands, the Loxahatchee Slough forms a regionally significant wildlife corridor and supports a diverse assemblage of fish and wildlife species. It is an important rest stop for migrating birds and provides significant wintering and breeding habitat for many species, including mottled ducks, wood ducks, and other species of wading birds.

**Project Need:** The northern Loxahatchee Slough was largely drained in the late 1950s as a result of canals and culverts constructed as part of U.S. Army Corps of Engineers' Central and Southern Florida Project. Agricultural operations constructed ditches and canals to connect to project culverts which lowered surface and groundwater levels by up to three feet, and caused project wetlands to either dry up or exhibit reduced hydroperiods. Approximately 1,100 acres of land within the project site were used for agriculture, some as late as 1996. Other portions of the northern Loxahatchee Slough have been restored by replacing and boarding up project culverts to restore historic hydroperiods. The four project culverts (PC-17) in the project area have rusted through and cannot be boarded up, which means that they pull surface water levels down to the level of the west leg of the C-18 Canal, which has a control elevation of 14.8 feet and drops as low as 12 feet in the dry season. The deteriorated culverts need to be replaced and possibly relocated to areas more helpful to wetland restoration activities.

**Purpose, Goals & Objectives:** This project will remove four deteriorated project culverts which overdrain the project site and replace them with two new culverts that can be boarded up to 17 feet, which would approximate historic water levels at the site and help achieve the targeted restoration hydrograph. The new culverts may be installed at the original location or a different location, depending on how the permitting process proceeds. The 652 acres of project wetlands that will be restored currently have little or no annual hydroperiod, whereas the 1,041 acres of enhanced wetlands have a reduced hydroperiod that will be increased to historical durations. The project will also benefit 2,121 acres of wetland-associated uplands. Once more natural hydroperiods are re-established, native wetland and upland plant species will readily recruit into the restored areas due to abundant nearby seed sources. Invasive exotic plants are being dealt with in a separate removal program.

**Work To be Done and By Whom:** The South Florida Water Management District (District) will provide staff time, equipment, and services from its Lake Okeechobee Field Station to construct and install the two replacement project culverts, manage the work of subcontractors, and remove the four deteriorated project culverts. The District will also provide staff time and services to perform surface water modeling, develop design standards and drawings, and assist Palm Beach County (County) in obtaining any required permits. The County will provide in-kind services that will cover grant administration, bid specification coordination and purchasing activities related to supplies and subcontractor services, permit applications, construction coordination, and a hydrological/biological monitoring program. NAWCA grant funds will be used for the purchase of new culverts and risers, sheet piles, and to cover the costs of rip-rap, sod, and survey subcontractors.

**Ownership/Management/Rights/Duration of Benefits:** The County owns and manages 3,614 acres in the project site, and the District owns 137 acres that is managed by the County under a 50-year lease agreement. The State of Florida has a one-half interest in the oil, gas, and mineral rights under the project

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site, but the rights are limited to royalty payments only and there is no indication of commercially viable oil, gas, or mineral deposits under the project site. The State owns approximately 63 acres within the project area in the form of an approximate 200-foot-wide, north-south road right-of-way which is currently managed by the County. The usage of the right-of-way for road purposes is not feasible due to environmental impacts and the State is holding on to it primarily for possible mitigation credits. The right-of-way will likely be turned over to the County in the future. The County-owned lands are under a conservation easement held by the District, and are also restricted to conservation purposes by the County's Conservation Lands Protection Ordinance. The District-owned lands are affected by the County's 50-year lease and restrictions on the Save Our Rivers conservation funding used to buy them. Benefits of this project should last the lifetime of the aluminum replacement culverts, which is a minimum of 47 years and a maximum of 125 years, depending on the gauge of the culvert materials.

**Expected Results/Monitoring:** The project is expected to restore more natural hydroperiods to approximately 1,693 acres of freshwater wetlands and 2,121 acres of associated uplands and encourage the growth of appropriate native wetland or upland vegetation. The monitoring program will consist of six bi-annual photographic monitoring stations, three in restored wetlands and three in enhanced wetlands; and two monthly hydrologic monitoring stations, one each in the northern and southern portions of the project area. Baseline monitoring data will be collected at each station prior to project construction and continued for a minimum of two years after the project is completed.

**B. TIMETABLE:**

Activity	2009			2010				2011			
	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
Project design and modeling	x	x	x								
Grant preparation and submission		x	x								
Permitting			x	x	x	x	x				
Grant contract awarded					x						
Bid specification and Purchasing							x				
Installation of replacement culverts								x	x		
Removal of deteriorated culverts									x		
Bi-annual photomonitoring (to 2013)			x				x				x
Monthly hydrologic monitoring	x	x	x	x	x	x	x	x	x	x	x

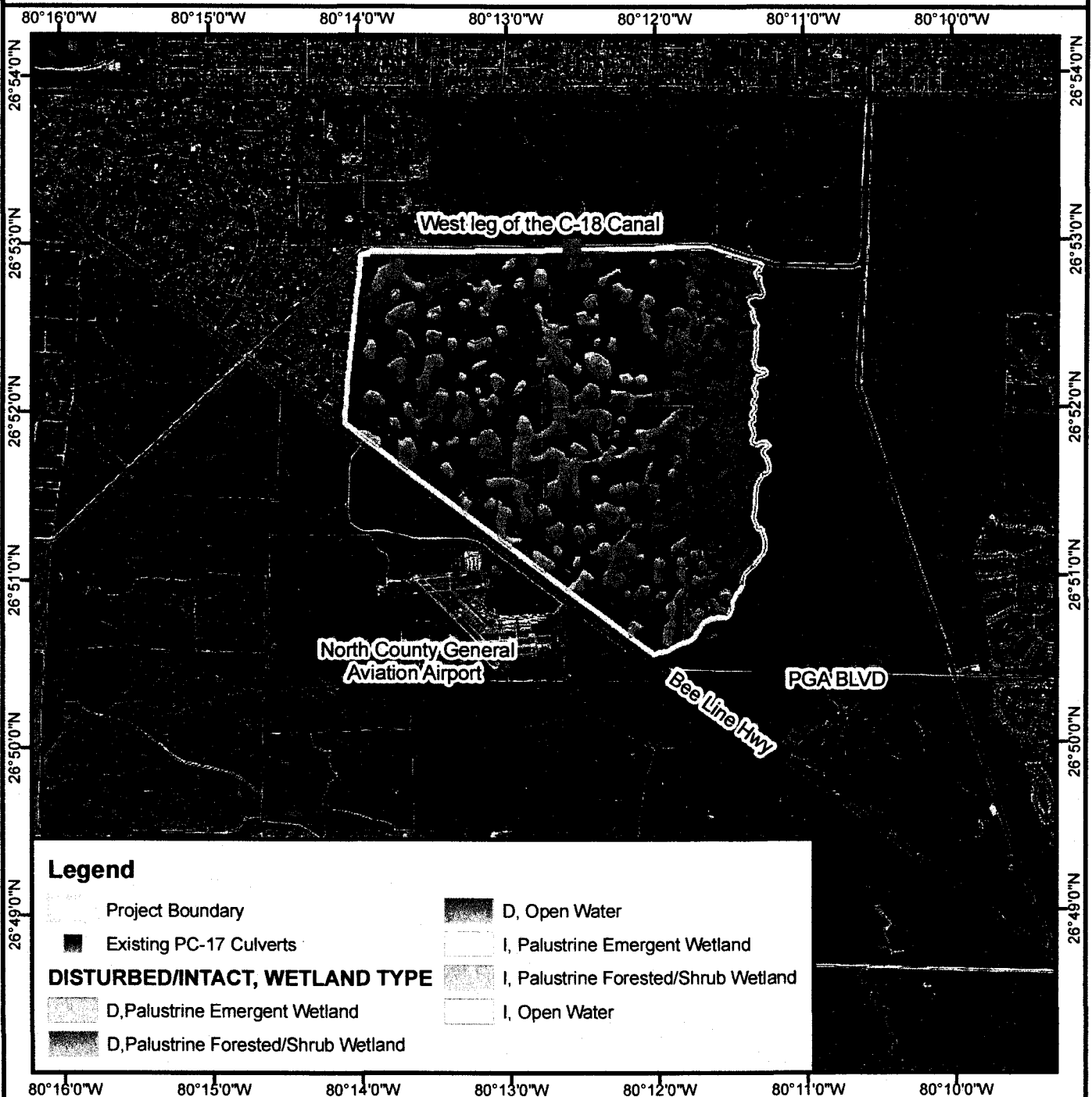
Note: Project design and modeling work in the 2<sup>nd</sup> and 3<sup>rd</sup> quarters of 2009, and all grant preparation work, are old match activities. Project design, permitting, and monitoring work in the 4<sup>th</sup> quarter of 2009 and the 1<sup>st</sup> quarter of 2010 are pre-agreement activities. All other work in 2010 and 2011 will be project period work.

**C. PARTNER INFORMATION:**

The South Florida Water Management District is a state agency originally charged with maintaining the works of the Central and Southern Florida Project. Its responsibilities have since expanded to managing the water resources in the southern half of Florida, including water supply, flood control, natural systems, and improving water quality. The District will provide staff time, equipment, and services to construct and install the two replacement project culverts, manage the work of subcontractors, remove the four deteriorated project culverts, and provide staff time and services to perform surface water modeling, develop design standards and drawings, and assist the County in obtaining any required permits. A partnership commitment letter is attached. The District has participated in NAWCA projects related to the Kissimmee River restoration and is pleased to partner with NAWCA again.

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## IV. MAP OF PROJECT AREA



### Legend

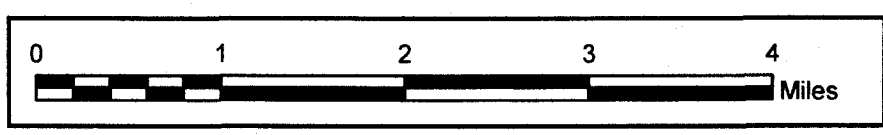
- Project Boundary
- Existing PC-17 Culverts
- DISTURBED/INTACT, WETLAND TYPE**
- D, Palustrine Emergent Wetland
- D, Palustrine Forested/Shrub Wetland
- I, Palustrine Emergent Wetland
- I, Palustrine Forested/Shrub Wetland
- I, Open Water
- D, Open Water

Acreage of wetland polygons			
	Palustrine Emergent Wetland	Palustrine Forested Wetland	Open Water
INTACT	713	324	4
DISTURBED	511	135	6
<b>TOTAL</b>	<b>1224</b>	<b>459</b>	<b>10</b>

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ENVIRONMENTAL  
RESOURCES  
MANAGEMENT



**V. PHOTOGRAPHS OF PROJECT AREA**



The existing PC 17 culverts have significant holes which allow surface waters from the project area to flow in an unrestricted manner into the western leg of the C-18 Canal. These four culverts will be removed and replaced with two new culverts using NAWCA small grant funding. (Photographer - Harper Carroll, Palm Beach County Department of Environmental Resources Management; no copyright restrictions)



Interior view of one of the PC-17 culverts to be removed and replaced using NAWAC funds. (Photographer - Mark Romagosa, Palm Beach County Department of Environmental Resources Management; no copyright restrictions)

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**VI. PROJECT BUDGET**

Category	NAWCA Grant Funds	Palm Beach County Funds	SFWMD Funds	Expense per Category	Wetland Acres Affected
Restoration – Supplies	\$23,583			\$23,583	
Restoration - Contractor Services	\$ 5,254			\$ 5,254	
Restoration - Equipment			\$ 7,690	\$ 7,690	
Restoration - Construction Management - Salaries		\$ 1,925	\$23,070	\$24,995	
Restoration – Project Modeling, Design and Permitting Activities - Salaries		\$ 6,640	\$ 7,690	\$14,330	
Restoration - Permit Fee		\$ 50		\$ 50	
Restoration - Bid Coordination and Purchasing Activities - Salaries		\$ 1,000		\$ 1,000	
Restoration - Grant Administration - Salaries		\$ 4,768		\$ 4,768	
Restoration - Monitoring Activities - Salaries		\$ 6,155		\$ 6,155	
<b>Restoration Subtotal</b>	<b>\$28,837</b>	<b>\$20,538</b>	<b>\$38,450</b>	<b>\$87,825</b>	
Enhancement - Supplies	\$37,752			\$37,752	
Enhancement - Contractor Services	\$ 8,411			\$ 8,411	
Enhancement - Equipment			\$12,310	\$12,310	
Enhancement - Construction Management - Salaries		\$ 3,075	\$36,930	\$40,005	
Enhancement - Project Modeling, Design and Permitting Activities - Salaries		\$10,950	\$12,310	\$23,260	
Enhancement - Permit Fees		\$ 50		\$ 50	
Restoration - Bid Coordination and Purchasing Activities- Salaries		\$ 2,000		\$ 2,000	
Enhancement - Grant Administration -Salaries		\$ 7,232		\$ 7,232	
Enhancement - Monitoring Activities - Salaries		\$ 6,155		\$ 6,155	
<b>Enhancement Subtotal</b>	<b>\$46,163</b>	<b>\$29,462</b>	<b>\$61,550</b>	<b>\$137,175</b>	
<b>Totals</b>	<b>\$75,000</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$225,000</b>	<b>1693</b>



## VII. SMALL GRANTS EVALUATION QUESTIONS

**A. Partnerships:** This NAWCA grant application is being proposed by Palm Beach County, a first time NAWCA grant applicant. As of this date, neither the County nor the newly created County-District partnership has received a NAWCA grant. The District previously partnered with NAWCA on aspects of the Kissimmee River restoration. The County and the District will contribute \$50,000 and \$100,000 in in-kind services, respectively, to the project. The District brings its expertise in surface water modeling, project design, subcontractor oversight, and culvert removal and installation to the grant proposal. The County brings its expertise in preparing permit applications, bid coordination and purchasing, grant administration, construction coordination, hydrological/biological monitoring, and long-term site management. Both sets of skills are necessary to successfully complete the proposed grant activities.

**B. Waterfowl:** The project will aid waterfowl plan objectives by increasing the breeding and resident population of the Florida subspecies of mottled duck and wood duck and increasing the acreage of restored/enhanced palustrine wetlands by 1,693 acres, which would be nearly 1% of the goal for the Atlantic Coast Joint Venture. Both wood duck and mottled duck have frequently been observed within the project area. The longer hydroperiods created by the NAWCA funded grant activities should improve the health and extent of forested wetlands, improving nesting habitat for wood ducks.

Currently, the project site's historic palustrine emergent and forested wetlands have either dried up or suffer from a reduced hydroperiod which limits their usefulness as breeding and wintering habitats, and as migration rest stops for waterfowl. Once the deteriorated drainage culverts are removed and replaced, excessive drainage of the project site will cease. Water levels will then rebound to historic levels. The resulting expansion of wetland acreage and improved functional values of wetlands within the project area will provide suitable waterfowl habitat during the winter and early spring months, when many of the current wetlands are dried up.

The current over-drained condition of project area wetlands makes the site unsuitable for overwintering northern pintail, lesser scaup, American wigeon, and ring-necked duck. The increased extent of suitable wintering and migration foraging habitat expected from this project may help increase populations of these duck species by allowing them to enter the spring migration and breeding season in better health and fitness. The project will also aid waterfowl plan objectives by increasing the overwintering population of blue-winged teal, green-winged teal, and hooded mergansers.

**C. Nongame and Other Wetland-Associated Migratory Birds:** The completed project will provide additional foraging opportunities for little blue heron, white ibis, snail kite, wood stork, tricolored heron, snowy egret, anhinga, and yellow-crowned night-heron from nearby off-site breeding colonies. The project will also provide expanded breeding, foraging, and/or overwintering habitat for the American bittern, swallow-tailed kite, the Florida subspecies of the sandhill crane, limpkin, solitary sandpiper, greater yellowlegs, spotted sandpiper, black-necked stilt, black-crowned night-heron, common snipe, common moorhen, and pied-billed grebe. All of these species have been identified as NAWCA priority species for the BCR 31 Region, and/or as a priority species in the Shorebirds, Waterbirds, or Partners in Flight conservation plans.

**D. Endangered Species: Everglade Snail Kite** – This federally-endangered bird of prey is known to have a breeding colony associated with abandoned shell pits at the nearby North County Resource Recovery landfill site. Approximately 2-3 foraging individuals periodically visit the project site to search for apple snails, the snail kite's primary food. Additional and longer hydroperiod wetlands created by the project will produce more apple snails and should double the number of foraging individuals. This could result in a small increase in the snail kite population and some small progress toward the recovery plan goal of down-listing this species to a threatened species. The project site is part of the Loxahatchee Slough region identified in the species recovery plan as a critical feeding habitat that needs to be protected and maintained. The County's proposed restoration, enhancement and management of the project site are consistent with the recommendations of the species recovery plan.

**Wood Stork** - This federally-endangered bird of prey is known to have a breeding colony associated with abandoned shell pits at the nearby North County Resource Recovery landfill site. Up to 20 foraging individuals visit the project site during nesting season. This project is expected to double the number of foraging individuals at the project site. Additional wetlands with later drawdown periods created by the project will provide late breeding season foraging opportunities which are a key factor to breeding success. This should result in a small increase in the wood stork population and some small progress toward the recovery plan goal of down-listing to a threatened species and eventual de-listing of this species. The species recovery plan identifies restoration and enhancement of South Florida foraging habitat as being important to overwintering birds from northern breeding colonies, and to the overall recovery of the wood stork population. The wetland restoration and enhancement activities proposed for the project site are consistent with the recommendations of the species recovery plan.

**Eastern Indigo Snake** - This federally-threatened snake has a small population of 2 to 3 snakes on the project area and several more on adjacent natural area lands. It is associated with wetland/upland mosaic habitat in southern Florida. The project is not expected to increase the population size, but should help stabilize it and provide some habitat improvement due to longer hydroperiods. The grant project will further recovery plan objectives to protect and enhance existing indigo snake populations and habitats and to stabilize and increase snake populations with a goal of delisting this species.

**Florida Sandhill Crane** - This state-threatened non-migratory bird subspecies is a year-round resident, and up to 50 nests annually have been documented in project area. The project area is believed to be at maximum usage by this species, and no population increases are expected. The project will protect and enhance nesting and foraging habitat for this species. The project site has been identified by the Florida Fish and Wildlife Conservation Commission as part of a strategic habitat conservation area for this subspecies.

**E. Wetland Types:** The natural undisturbed wetlands on the project site are either herbaceous palustrine emergent wetlands or wooded palustrine forested wetlands. Any palustrine scrub-shrub wetlands are of a disturbed nature, and are the result of wax myrtle and other woody shrubs moving into palustrine emergent wetlands that have suffered from a reduced hydroperiod and lower water levels from drainage. Once restoration activities are complete, higher water levels and longer hydroperiods will result in the death of the invading woody shrubs and a return of palustrine scrub-shrub wetlands to historic palustrine emergent wetlands. Wetlands cover approximately 1,693 acres or 44.4% of the entire 3,814-acre project site. Palustrine emergent wetlands that will be enhanced or restored total 1,224 acres or 32.1% of the total project area. Palustrine forested wetlands that will be enhanced or restored total 459 acres or 12.0% of the total project area. Palustrine open water wetlands that will be enhanced or restored total 10 acres or 0.3% of the project wetlands.

**F. Special Considerations:** Northeastern Palm Beach County has depressed groundwater levels due to excessive groundwater withdrawals and drainage canals. The proposed project will increase aquifer recharge and groundwater levels, and help protect local water supplies. The state and federally-designated Wild and Scenic Loxahatchee River suffers from saltwater intrusion due to low baseflow in the dry season. Since the project is located within the watershed for this river, the additional water storage created by this project will help prevent river scouring during heavy rainfall events and help maintain minimum flows during periods of low rainfall. The project will enhance the public recreational activities proposed for the Loxahatchee Slough Natural Area, which include bird watching, nature study, hiking, kayaking/canoeing, and bicycling. The project is also located on the southern edge of the Saint John's River Area of Continental Significance (#13).



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

October 6, 2009

Mr. Richard E. Walesky  
Director, Department of Environmental Resources  
Palm Beach County  
2300 N Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

ENV. RES. MGMT.	
Env. Enh. & Restoration	<input type="checkbox"/>
Natural Resources Stewardship	<input checked="" type="checkbox"/> <i>DK 10/9</i>
Resources Protection	<input type="checkbox"/>
Mosquito Control	<input type="checkbox"/>
Finance & Support Services	<input type="checkbox"/>
Director	<input type="checkbox"/>
Deputy Director	<input type="checkbox"/>
Other _____	<input type="checkbox"/>

Dear Mr. Walesky:

**Subject: Partnership Commitment  
Proposed West Loxahatchee Slough Restoration  
North American Wetland Conservation Act Grant Application**

The South Florida Water Management District (District) is committed to providing \$100,000 of in-kind services as part of the matching funds for Palm Beach County's West Loxahatchee Slough Restoration grant application under the North American Wetland Conservation Act (NAWCA) small grants program. Our contributions are eligible according to the criteria listed in the small grants instructions. The following are the details of the District's proposed contributions.

The District will provide \$80,000 in staff time, equipment, and services from the Okeechobee Field Station to construct and install the two replacement project culverts. The District will also provide staff time, equipment, and services necessary to remove the four deteriorated project culverts. Furthermore, the District will provide \$20,000 in staff time and services to provide surface water modeling, develop design standards and drawings, and assist the County in obtaining any required permits. District staff has already spent considerable time in developing preliminary design information.

The District understands that the County is seeking \$75,000 in NAWCA grant funds for the purchase of culverts and risers, sheet piles, rip-rap, sod, and to cover the cost of survey services. We also understand that the County is committing \$50,000 of in-kind services that will cover grant administration, permitting applications, and construction coordination. We look forward to working with the County and the NAWCA Joint Venture to accomplish this critical project that will restore and enhance large acreages of wetlands in the western Loxahatchee Slough and provide supplemental flows to the Northwest Fork of the Loxahatchee River, a federally designated wild and scenic river in Florida.

Sincerely,

Thomas M. Teets  
Director, Policy and Coordination Department  
Everglades Restoration and Capital Projects

TMT/pv

c: Bruce Chesser, Director, Okeechobee Field Station

RECEIVED  
OCT - 8 2009

ENVIRONMENTAL RESOURCES MANAGEMENT

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Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
<b>State Use Only:</b>		
6. Date Received by State:		7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>		
*a. Legal Name: Palm Beach County		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000-785		*c. Organizational DUNS: 079974098
d. Address:		
*Street 1:	301 N. Olive Avenue	
Street 2:	_____	
*City:	West Palm Beach	
County:	Palm Beach	
*State:	Florida	
Province:	_____	
*Country:	USA	
*Zip / Postal Code	33401	
e. Organizational Unit:		
Department Name: Environmental Resources Management		Division Name: Natural Resources Stewardship
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	Mr.	*First Name: Richard
Middle Name:	E.	
*Last Name:	Walesky	
Suffix:	_____	
Title:	Department Director	
Organizational Affiliation: Palm Beach County Department of Environmental Resources Management		
*Telephone Number: 561-233-2400		Fax Number: 561-233-2414
*Email: rwalesky@pbcgov.org		

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<b>Application for Federal Assistance SF-424</b>	<b>Version 02</b>
<b>*9. Type of Applicant 1: Select Applicant Type:</b> B.County Government  Type of Applicant 2: Select Applicant Type:  Type of Applicant 3: Select Applicant Type:  *Other (Specify)	
<b>*10 Name of Federal Agency:</b> U.S. Fish and Wildlife Service	
<b>11. Catalog of Federal Domestic Assistance Number:</b> <u>15.623</u>  CFDA Title: <u>NAWCA U.S. SMALL GRANTS</u>	
<b>*12 Funding Opportunity Number:</b> <u>15.623</u>  *Title: <u>NAWCA U.S. SMALL GRANTS</u>	
<b>13. Competition Identification Number:</b>  _____  Title:  _____	
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b>  Palm Beach County, Florida	
<b>*15. Descriptive Title of Applicant's Project:</b>  West Loxahatchee Slough Restoration	

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**Application for Federal Assistance SF-424** Version 02

**16. Congressional Districts Of:**  
 \*a. Applicant: FL-016, FL-019, FL-022, FL-023 \*b. Program/Project: FL-016

**17. Proposed Project:**  
 \*a. Start Date: \_\_\_\_\_ \*b. End Date: \_\_\_\_\_

**18. Estimated Funding (\$):**

*a. Federal	\$75,000
*b. Applicant	\$50,000
*c. State	\$100,000
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	_____

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**  
 a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_  
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.  
 c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**  
 Yes  No

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)**  
 \*\* I AGREE  
 \*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

**Authorized Representative:**  
 Prefix: Mr. \*First Name: Richard  
 Middle Name: E.  
 \*Last Name: Walesky  
 Suffix: \_\_\_\_\_

\*Title: Department Director

\*Telephone Number: 561-233-2400 Fax Number: 561-233-2414

\* Email: rwalesky@pbcgov.org

\*Signature of Authorized Representative: Richard E. Walesky \*Date Signed: 10/22/09

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## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009  
Expiration Date 04/30/2008

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Robert S. [Signature]</i> <small>Completed on submission to Grants.gov</small>	* TITLE Director
* APPLICANT ORGANIZATION PBC Department of Environmental Resources Management	* DATE SUBMITTED 10/25/09 <small>Completed on submission to Grants.gov</small>

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EXHIBIT "B"

MARCH 23, 2010 EMAIL FROM FWS PROGRAM OFFICER  
RODECIA MCKNIGHT

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## EXHIBIT B

Dear Successful Small Grants Applicant,

Congratulations. This letter is to advise you that your 2010 NAWCA Small Grant proposal was selected for funding by the North American Wetlands Conservation Council on March 17, 2010. As your FWS Program Officer, I will write your assistance award. This letter explains the information you are required to provide, and how to provide it, to assist us in advancing your award process. Please review the items below and respond, as appropriate, at your earliest convenience.

**1) NEPA, NHPA, or Contaminants Survey** – These reviews are initiated by Joint Ventures and FWS Regional Offices. Even though the responsibility for compliance is shared, ultimately it is the grant recipient who must ensure that the appropriate review is carried out. Please confirm that your project has received, or is receiving, National Environmental Protection Act (NEPA), National Historic Preservation Act (NHPA) cultural resource, and contaminants (for Federal lands) clearances. Please mail, email, or fax me any relative document you receive from your Joint Venture Coordinator, the FWS Regional Historic Preservation Officer, or your State Historic Preservation Officer. This responsibility is normally more of a burden for grantees with restoration and enhancement projects than it is for grantees conducting acquisitions. Your assistance award will not be completed until there is documentation that you have complied with the clearance requirements. Please note that a new review process will be required if project tracts are substituted or added or additional restoration is planned or initiated at any time during the project period.

**2. Data Universal Numbering System** - Each grant recipient, excluding FWS recipients, must provide a DUNS number. When you submitted your proposal with the SF424, you should have included a DUNS number. Please verify that the SF424 previously submitted contains the current DUNS number.

If you or your organization did not have one upon submission, a DUNS number may be obtained from Dun and Bradstreet by calling 1.866.705.5711 on weekdays from 8:00 A.M. to 5:00 P.M. EST/EDT. Generally, it takes approximately 10 minutes to obtain the number. It is also possible to obtain a DUNS number via Internet; however, it may take several weeks to process the request (<http://www.dnb.com>). The DUNS number must be associated with the Grant Recipient organization's physical address. If the DUNS number/billing address is different than the Project Officer address, please indicate such and submit this information to me so that two copies of the agreement may be sent.

**3. SMARTLINK Account** - SMARTLINK is an electronic drawdown grant payment system used by the DBHC. Grant recipients must establish a SMARTLINK account to access NAWCA funds. SMARTLINK is part of the Payment Management System that is administered by the Department of Health and Human Services.

Visit our SMARTLINK website at <http://www.fws.gov/birdhabitat/SmartLinks/index.shtm> for detailed instructions on establishing a SMARTLINK account and updating an existing one.

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a. If you have an existing SMARTLINK account established with the FWS, you must confirm that you 1) would like to have the new award funds deposited in the existing account and 2) confirm that all existing SMARTLINK account information is valid (including contact and bank account information). Simply send an email message to [DBHCSmartlink@fws.gov](mailto:DBHCSmartlink@fws.gov) and provide the following:

- SMARTLINK Payee Account Number
- DUNS number
- organization name
- the project title of the new award
- confirmation that the name of the person requesting payments has not changed
- confirmation that the banking information on file has not changed
- confirmation that the organization address has not changed

b. If you do **not** have a SMARTLINK account established with the U.S. Fish and Wildlife Service, visit our SMARTLINK website and follow the instructions to do so. The SMARTLINK website is located at <http://www.fws.gov/birdhabitat/SmartLinks/index.shtm>

It takes approximately 20 business days to establish a new account. A new user package will be sent to the contact person identified on your Contact Information from once the account has been established.

If you have any Smartlink questions please feel free to contact the Smartlink Coordinator at [DBHCSmartlink@fws.gov](mailto:DBHCSmartlink@fws.gov) or by telephone at 703-358-1958

**4. Grant Administration Standards** – Your project will be subject to the **U.S. Grant Administration Standards-January 2006**. The Division has consolidated previously used versions of the Standards, including one specifically for Small Grants, and the result is being provided so that you will be able to better know and understand how your grant is to be administered and the responsibilities you have in that regard. These standards, in question and answer format, are in many ways unlike any that have been issued to Small Grant Recipients in the past and, thus, are not interchangeable with any you may have operated with previously. In the interest of initiating projects early, and making appropriately-related decisions and preparations, feel free to access the copy imbedded at the website described as U. S. Grant Administration Standards – January, 2006, and posted, as follows:

Standards link: <http://www.fws.gov/birdhabitat/Grants/NAWCA/files/GrantStandards.pdf>,

**5. Real Property Acquisition** - If you are acquiring real property, requirements are presented in **section F.** of the U. S. Grant Administration Standards located on our website at <http://www.fws.gov/birdhabitat/Grants/NAWCA/files/GrantStandards.pdf>. **IT IS ESSENTIAL THAT YOU READ AND UNDERSTAND THE VARIOUS PROCEDURES FOR ACQUISITION AND THAT YOU OBTAIN THE PROPER DOCUMENTATION.** Do not hesitate to contact us with any questions.

**6. Pre-agreement project costs** - Pre-agreement project costs are authorized, with limitations, as fully described in the Grant Administration Standards. Please review the pre-agreement cost sections of the standards and/or call me before you incur costs for which you will request NAWCA reimbursement.

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**7. Award Receipt** - Your assistance award will be completed over the next several weeks or months, depending upon how well we are able to complete the required preliminary paperwork. Your agreement cannot be written until all of the preliminary paperwork has been completed, including NEPA and NHPA clearances and the completed SMARTLINK forms or confirmation to use an established SMARTLINK account.

The FWS grant officer reviews the proposal and assembles the documents to be included by reference in the grant agreement, including any pertinent correspondence between FWS and the applicant. If the grant officer finds any problems related to compliance with law, policy, or administrative procedures, we will contact the recipient's project officer to seek a resolution. If there are no problems, or when problems have been resolved, the FWS financial officer will email the recipient a PDF of the signed Assistance Award, new grant information letter, and audit report. The new grant information letter will also provide a link to the Grant Administration Standards as referenced in #4.

It is not necessary for the recipient to sign the Grant Agreement. The recipient agreed to abide by the laws, regulations, and policies governing the NAWCA grant program when the assurances associated with the Application for Federal Assistance (Standard Form SF424) were signed and submitted with the project proposal. If there are any inaccuracies in the presentation on the signature page of the project contact, project description, requested or match amounts, etc., please bring these to our attention immediately.

**8. Unilateral Issuance** - The assistance award does not require the signature of the grant recipient. If you are unwilling or unable to accept the assistance award as issued, you must contact the FWS Program Officer about your concerns within 14 days of the date the agreement was signed by the issuing USFWS official. If you did not notify the Program Officer, we assume that you have accepted the agreement and agree to its requirements and conditions.

**9. Questions** - If you have questions regarding any of the information above, please feel free to contact me via e-mail, Rodecia McKnight, [rodecia\\_mcknight@fws.gov](mailto:rodecia_mcknight@fws.gov), or by phone at 703.358.2266. The Division phone number is 703.358.1784; you will get either the Secretary or an answering machine. The Division facsimile number is 703.358.2282.

We look forward to working with you. Thanks for your cooperation, and good luck on your project.

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EXHIBIT "C"

MAP OF NEW LOCATIONS FOR PC-17 REPLACEMENT CULVERTS

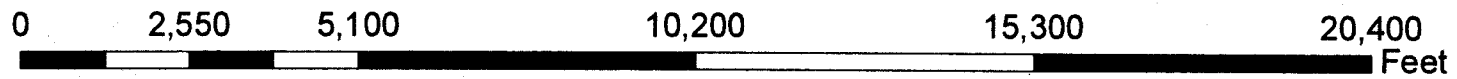
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Exhibit C

### Loxahatchee Slough Sandhill Crane PC-17 Location



*Handwritten initials 'LH'*



HC 4/09/10