

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 24, 2012

(X) Consent
() Workshop

() Regular
() 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 Grant Agreement No. 11227 with the Florida Fish and Wildlife Conservation Commission (FWC) that provides \$21,432 for monitoring twenty-nine (29) reefs, including thirteen (13) artificial reefs built using construction grants from FWC;

B) approve Budget Amendment of \$21,432 in the Environmental Enhancement Saltwater Fund (1224) to recognize the revenue;

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

Summary: The FWC Grant Agreement will reimburse the County \$21,432 for monitoring activities associated with twenty-nine (29) reefs. The majority of the work will be performed by the volunteer Palm Beach County Reef Research Team (RRT). The expiration date of the Grant Agreement is April 30, 2014, and the legal venue for any action is Leon County. No matching funds are required. Districts 1, 4 & 7 (SF)

(Continued on Page 3)

Attachments:

1. Grant Agreement
2. Budget Amendment (1224)

Recommended by:


Department Director

1/24/12
Date

Approved by:


County Administrator

1/28/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$21,432</u>	_____	_____	_____	_____
External Revenues	<u><\$21,432></u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____ No <u>X</u>				
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

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

FWC CFSA 77.007

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

[Signature] 1/10/12
 OFMB 1/19/12 JB
[Signature] 1/12/12
 Contract Development and Control 1-12-12 B. Wheeler

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

(Continued from Page 1)

Background and Justification: The FWC considers monitoring an essential component of artificial reef development, and when evaluating applications for their construction grants, gives preference to programs that monitor their reefs. The FWC considers Palm Beach County and the volunteer RRT to be leaders in the State in monitoring activities among county programs and volunteer groups. The RRT uses highly-trained volunteers to provide scientific data on the biological value of reefs at a very low cost and has been performing this work for the County since 1991. The monitoring proposal was ranked one of the highest in a competitive review process. Grant funding is used to pay for boat charters and supplies. The RRT Volunteers donate more than 2,600 hours of their time each year to perform the monitoring.

GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by and between the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**COMMISSION**," and the **PALM BEACH COUNTY, Florida, a political subdivision of the state of Florida**, whose address is 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2743, hereafter "**GRANTEE**".

WHEREAS, this **COMMISSION** grant is authorized and awarded under 68A-2.015 and 68E-9 Florida Administrative Code:

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

1. **PROJECT DESCRIPTION.** The **GRANTEE** shall perform the project activities and specific responsibilities and obligations as set forth in the Scope of Work attached hereto and made a part hereof as Attachment A.
2. **PERFORMANCE.** The **GRANTEE** shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the **GRANTEE**. The **GRANTEE** shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the **COMMISSION** upon request. The **GRANTEE** shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the **GRANTEE** warrants that it has the capability in all respects to fully perform the grant requirements and the integrity and reliability that will assure good-faith performance as a responsible grant recipient.
3. **TERM.** This Agreement shall be effective upon execution by the last party to do so. The Agreement shall begin upon execution and shall end April 30, 2014, inclusive. The **GRANTEE** shall not be eligible for reimbursement for grant activities performed prior to the effective date of this Agreement nor after the end date of the Agreement.
4. **COMPENSATION.** As consideration for the **GRANTEE**'s performance under the terms of this Agreement, the **COMMISSION** shall pay the **GRANTEE** on a fee schedule basis as specified in the Scope of Work at the rate of \$450 for each monitoring event up to a maximum of forty-two (42) events and \$2,532 for submittal of the **COMMISSION** approved final report. Based on the fee schedule rates/amounts specified, maximum compensation under this Agreement shall not exceed \$21,432.
5. **PAYMENTS.** The **COMMISSION** shall pay the **GRANTEE** for satisfactory performance upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Project Manager. Each invoice shall

include the COMMISSION Agreement Number and the GRANTEE's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted on the following schedule:

A final invoice shall be submitted to the COMMISSION no later than May 30, 2014 to assure the availability of funds for payment.

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

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

6. **RIGHTS IN INTELLECTUAL PROPERTY.** All items, materials or products, of any description, produced or developed by the GRANTEE for the COMMISSION in connection with this Grant Agreement shall be the exclusive property of the COMMISSION and the State of Florida and may thereby be copyrighted, patented, or otherwise protected as provided by law. Neither the GRANTEE, nor its employees, representatives or subcontractors, shall have any proprietary interest in the products and materials developed under this Grant Agreement. Publishing rights to the information resulting from this Grant Agreement are hereby granted to the GRANTEE and to any not-for-profit subcontractors.

7. **TERMINATION.** This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or breach of this Agreement. The COMMISSION may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the GRANTEE. Upon receipt of such notice, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all grant activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION. Upon termination without cause by the COMMISSION, the COMMISSION shall compensate the GRANTEE for all work performed and approved through the date of termination of the Agreement.

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

9. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE GRANTEE:

Robert Robbins, Director
Palm Beach County DERM
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
Fax # (561) 233-2414
rrobbins@pbcgov.org

FOR THE COMMISSION:

William Horn, Environmental Specialist III
FWC Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, Florida 32301
(850) 617-9634
Fax # (850) 487-4847
bill.horn@myfwc.com

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

11. **RELATIONSHIP OF THE PARTIES.** The GRANTEE shall perform as an independent agent and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

12. **INSURANCE.** To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent

contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

13. **PUBLIC RECORDS.** All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

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

15. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

16. **NON-DISCRIMINATION.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

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

18. **NON-ASSIGNMENT.** This Agreement may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

19. **PROHIBITION OF CONTINGENT FEES.** The GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GRANTEE, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

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

21. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

22. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim by the GRANTEE of quantum meruit.

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

24. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the GRANTEE from the requirements of Paragraph 23.

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

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

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

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

29. The **GRANTEE** shall include this entire Agreement and all attachments in all subcontracts issued as a result of this Agreement. All such subcontracts in excess of \$5,000 shall be in writing.

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

31. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code during the term of this Agreement.

32. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

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

34. **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS.** In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the **GRANTEE** shall be required to comply with the audit requirements outlined in Attachment B, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Agreement, as applicable.

In accordance with section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this AGREEMENT for the purpose of lobbying the Legislature, the judicial branch or a state agency.

35. **DELIVERABLES.** The following services or service tasks are identified as deliverables for the purposes of this AGREEMENT:

- a.) Performance of all services set forth in the Scope of Work.
- b.) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

36. **PERFORMANCE AND MONITORING.** The GRANTEE shall perform the services described in the Scope of Work in 100% compliance with all of the Terms and Conditions of this AGREEMENT. The COMMISSION will monitor the GRANTEE'S service delivery to determine if the GRANTEE has achieved the required level of performance. The COMMISSION reserves the right for any COMMISSION staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the COMMISSION at its sole discretion determines that the GRANTEE failed to meet any of the Terms and Conditions of this AGREEMENT, the GRANTEE will be sent a formal written notice. Within ten (10) days of receipt of notice the GRANTEE shall provide the COMMISSION with a formal written Corrective Action Plan in response to all noted deficiencies. The GRANTEE shall correct all identified deficiencies within forty-five (45) days of notice. The COMMISSION may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this AGREEMENT or failure to correct the deficiencies identified in the notice within the time frame specified may result in termination of this AGREEMENT in accordance with the Termination section.

37. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the Commission shall consider the employment by the GRANTEE of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT if the GRANTEE knowingly employs unauthorized aliens.

38. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The GRANTEE shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the GRANTEE during the term of this AGREEMENT.

The GRANTEE shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the AGREEMENT term.

The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

FWC Agreement No. FWC-11227

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this AGREEMENT and the Commission may treat a failure to comply as a material breach of the AGREEMENT.

39. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

REST OF PAGE INTENTIONALLY LEFT BLANK

FWC Agreement No. FWC-11227

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

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By: _____ By: _____
(Authorized Signatory*) Director, Division of Marine Fisheries
or Designee

Shelley Vana, Chair
(Print Signatory's Name and Title)

Date: _____ Date: _____

Palm Beach County Board of County Commissioners
(Grantee)

301 N. Olive Street
(Address)

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

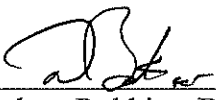
59-6000785
(Federal Employer Identification Number)

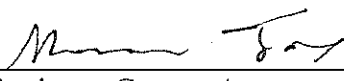
Approved as to form and legality:

FWC Attorney

Approved as to
Terms and conditions:

Approved as to form and legality:


Robert Robbins, Director
Environmental Resources Management


Assistant County Attorney

Reimbursement Check Remittance Address:
Palm Beach County Board of County Commissioners
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743

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

List of Attachments included as part of this Agreement:

<u>Attachment A</u>	<u>Scope of Services</u>
<u>Attachment B</u>	<u>Requirements of the Federal - Florida Single Audit Acts</u>
<u>Exhibit 1</u>	<u>State and Federal Funds Awarded through the Florida FWC</u>

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

INTRODUCTION

The objectives of this project are:

(1) Assess and compare fish and benthic assemblages on artificial reefs listed in table 1 below versus adjacent natural reefs. These reefs are of differing structural makeup; artificial reefs include a ship, a ship with concrete and a nearby lime rock corridor, a large concrete reef, and a lime rock corridor.

(2) Compare the effects of increasing artificial reef complexity on fish assemblages at the Governor's River Walk Reef as these structures mature. (The addition of the corridors to the 4-ship Governors River Walk Reef occurred in 2005 and 2006).

(3) Characterize the physical status of ships of differing ages and structural integrities.

(4) Assess and compare artificial reefs of different structural materials, depths, and ages emphasizing hard coral and octocoral colonization with a goal of providing the Palm Beach County Department of Environmental Resources Management staff with data to evaluate the artificial reefs.

Table 1. Depth zone, structural makeup, and age of the artificial reefs to be monitored:

MATERIALS	SHALLOW <40'	MID DEPTH 50 - 75'	DEEP >80'
SHIPS		<i>Sea Emperor (1991)</i>	<i>Esso Bonaire (1989)</i>
		MG111 (1996)	Budweiser Bar (1987)
		Cross Current barge (1998)	Miss Jenny (1990)
		Tug Boat Reef (1998)	Becks (1996)
			Castor (2001)
			Governor's River Walk Reef - 4 ships (2002)
			Eidsvag (1985)
LIMEROCK	Jupiter Stepping Stone Reef (2010)	Ragg's Reef (2006)	<i>Boynton Corridors (1998)</i>
	Boynton Stepping Stone Reef (2011)	Cross Current Reef (1998)	North Corridors (1994)
		Boca Corridor (2001)	Governor's River Walk Reef - Corridors (2002)
		DonnyBoy Silpe Reef (2009)	
CONCRETE	Rybovich Reef (1999)	Tri-County Reef (1990)	Genesis (1989)
	PEP Reef (1995)	<i>Sea Emperor concrete (1991)</i>	Jupiter Concrete (1990)
		MG111 concrete (1996)	<i>Royal Park Bridge (2000)</i>
			Warrior Reef (2005)

(Comparisons events for artificial reefs vs natural reefs in italics)

To accomplish these objectives, the GRANTEE will perform a maximum of forty-two (42) monitoring events over the contract period. These monitoring events are described in the tasks below. Specific reef sites to be monitored can be changed by the GRANTEE with written notice to the COMMISSION's grant manager.

TASKS

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

TASK-General reef Assessments

In 2012 (year 1), general assessments will be performed during twenty-two (22) monitoring events to evaluate the reef's long-term trends and stability, including natural reefs for comparison as listed in table 2 below.

Table 2-YEAR 1 MONITORING EVENTS: 22 events between Dec. 2011 and Nov. 2012

PBC:	NORTH	CENTRAL	SOUTH
<i>Comparisons</i>	<i>Esso Bonaire (A) vs Julie's Reef (N)</i>	<i>Royal Park Bridge (A) vs Larsen's Valley (N)</i>	<i>Boynton Corridors (A) vs Delray Ledge (N)</i>
			<i>Sea Emperor/Boca Corridors (A) vs Boca Art. Reef Ledge (N)</i>
Long-term	MG111 (A) Jupiter Stepping Stone Reef (A)	Cross Current Reef (A) PEP Reef (A)	Castor (A) DonnyBoy Silpe Reef (A)
	Warrior Reef (A) Jupiter Stepping Stone Reef (A)	Governor's River Walk Reef (A) Governor's River Walk Reef (A)	Budweiser Bar (A) DonnyBoy Silpe Reef (A)
			Genesis (A)
			Boynton Stepping Stone Reef (A)

In 2013 (year 2), general assessments will be performed during twenty (20) monitoring events to evaluate the reefs' long-term trends and stability, including natural reefs for comparison.

Table 3-YEAR 2 MONITORING EVENTS: 20 events between Dec. 2012 and Oct. 2013

PBC:	NORTH	CENTRAL	SOUTH
<i>Comparisons</i>	<i>Esso Bonaire (A) vs Julie's Reef (N)</i>	<i>Royal Park Bridge (A) vs Larsen's Valley (N)</i>	<i>Boynton Corridors (A) vs Delray Ledge (N)</i>
			<i>Sea Emperor/Boca Corridors (A) vs Boca Art. Reef Ledge (N)</i>
Long-term	Miss Jenny (A) Jupiter Concrete (A)	Tri-County Reef (A) Rybovich Reef (A)	Raggs Reef (A) Boynton Stepping Stone Reef (A)
	Tug Boat Reef (A) Jupiter Stepping Stone Reef (A)	North Corridors (A) Eidsvag (A)	Becks (A) Boynton Stepping Stone Reef (A)

(Comparisons events for artificial reefs (A) vs natural reefs (N) in *italics*)

General assessment monitoring events will include:

- (1) Physical Data, e.g. , visibility, air/water temperature, sea state, currents,
- (2) Physical status of the artificial reef, e.g. scour, shifting, signs of artificial reef deterioration, and average and maximum relief,
- (3) DGPS positions to generate four new maps and ground truth older maps,
- (4) Photos and video of representative views and benthic substrate,
- (5) Stationary and roving fish counts including estimate of juvenile/larval fish density and description of habitat preferences,
- (6) Macro invertebrates species list and relative abundance,
- (7) Algal bloom assessments (species and extent), if present
- (8) Sea turtle observations, e.g., species, size, activity, reaction to diver, etc.

DATA FORMAT

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

REPORTS

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

DELIVERABLES

The GRANTEE's deliverables will include:

1. Semi-annual progress reports in spreadsheet format. These spreadsheets will summarize in a concise form the completed survey/monitoring events and will include a description of any problems encountered and a summary of the work expected to occur during the next report period. Reports will be submitted beginning six (6) months after contract execution.
2. An annual report containing a brief summary of each dive site including date, dive conditions, physical description with tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence, fish count per unit effort (CPUE), and standard deviation of CPUE, biomass, and macro invertebrate and alga lists with percent cover or relative abundance). CPUE is calculated as the average number of individuals counted per fish count survey.
3. A draft final report due on or before February 1, 2014 to provide at least 30 days for technical peer review and comments by the Commission staff prior to the grant expiration date in the format specified below.
4. The second and final report, including comparable data as the annual report for the second year's monitoring events, will also summarize physical and biological data and provide comparisons by reef, reef type, and reef age in spreadsheet format. The report photos and videos will be available to the COMMISSION at any time but will be maintained at Palm Beach County Department of

FWC Agreement No. FWC-11227

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

The GRANTEE's data is stored in a Microsoft™ (MS) Access-based database at GRANTEE'S office. Data will be converted to MS Excel files. Reports will be written using MS Word. In addition to the FWC specified standard format spreadsheet, the data format after analyses will be presented as Excel spreadsheets.

INVOICES AND PAYMENTS

The COMMISSION agrees to pay the GRANTEE a maximum of \$21,432.00 on a fee-schedule basis, which includes payment at the rate of \$450 for each monitoring event up to a maximum of forty-two (42) events and \$2,532 for submittal of the COMMISSION approved final report.

The GRANTEE may send an interim invoice to the COMMISSION after completion of the first twenty-two (22) monitoring events and submission of all field data and the annual report cited above in DELIVERABLES paragraph 2.

The GRANTEE shall send a final invoice to the COMMISSION after all monitoring events provided for herein are completed and all field data with the final report is submitted and approved as cited in DELIVERABLES paragraphs 3 and 4.

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ATTACHMENT B
REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

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

PART II: STATE FUNDED

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

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

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

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

PART III: OTHER AUDIT REQUIREMENTS

None

PART IV: REPORT SUBMISSION

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

The Commission at the following address:

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

FWC Agreement No. FWC-11227

Tallahassee, FL 32399-1600

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

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

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

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

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

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

The Commission at the following address:

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

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133,

FWC Agreement No. FWC-11227

Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

PART IV: RECORD RETENTION

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

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EXHIBIT – 1

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

NONE

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

NONE

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NONE

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Division of Marine Fisheries Artificial Reef Grants Program
CSFA No.:	77.007
Recipient:	Palm Beach County
Amount:	\$21,432.00

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

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

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

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1224 Environmental Enhance-Saltwtr

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended 12/13/2011	REMAINING BALANCE
<u>REVENUES</u>							
380-1029 FFWCC Artificial Reef - 3439 - State Grnt Other Phys Envir	0	0	21,432	0	21,432		21,432
TOTAL RECEIPTS & BALANCES	709,313	438,688	21,432	0	460,120		
<u>EXPENDITURES</u>							
380-1029 FFWCC Artificial Reef 3401 - Other Contractual Services	0	0	21,432	0	21,432	0	21,432
TOTAL APPROPRIATIONS & EXPENDITURES	709,313	438,688	21,432	0	460,120		

Environmental Resources

Management

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

[Signature]
[Signature]

12/28/11

SN
12/28/11

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

January 24, 2012

Deputy Clerk to the
Board of County Commissioners

Attachment 2