

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 1, 2012 (X) Consent () Regular
() Workshop () Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Grant Agreement FWC-11177 with the Florida Fish and Wildlife Conservation Commission (FFWCC) to provide up to \$60,000 funding for construction of an artificial reef at Jupiter Inlet site, expiring August 21, 2012;

B) approve Budget Amendment of \$60,000 in the Environmental Enhancement Saltwater Fund, to recognize the grant for the Jupiter Inlet artificial reef site;

C) adopt Resolution authorizing the Clerk of the Board to disburse \$80,000 from the Vessel Registration Fee Trust Fund to cover the match and ancillary costs associated with this artificial reef project;

D) approve Budget Transfer of \$80,000 from reserves in the Environmental Enhancement Saltwater Fund; and

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

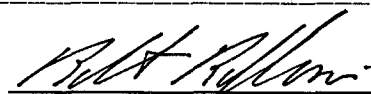
Summary: This FFWCC Grant Agreement will reimburse the County up to \$60,000 for placement of about 850 tons of limestone rock at the Jupiter Inlet artificial reef site. The estimated total project cost is \$140,000. The Resolution and Budget Transfer from County Vessel Registration Fees will cover the County's 50% match and ancillary costs associated with the project, a non-ad valorem source. The Grant begins upon execution by both parties and expires August 31, 2012. District 1 (SF)

Background and Justification: Artificial reef construction permits were received for this site during 2008. This FFWCC Grant Agreement provides up to \$60,000 in matching funds for placing approximately 850 tons of boulders for reef construction at this reef site. These boulders will increase habitat complexity, leading to increased faunal diversity and fisheries enhancement.

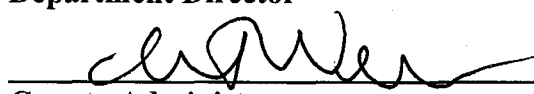
Attachments:

1. Grant Agreement
2. Budget Amendment (1224)
3. Resolution
4. Budget Transfer (1224)

Recommended by:

 2/31/12
Department Director Date

Approved by:

 4/17/12
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$140,000</u>	_____	_____	_____	_____
External Revenues	< <u>\$60,000</u> >	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$80,000</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
 \$60,000 FFWCC Grant Agreement #11177-CFDA 15.605
 \$80,000 Vessel Registration Fee Trust Fund

- C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

- A. OFMB Fiscal and/or Contract Administrator Comments:
Required match \$60,000, over match \$20,000.

[Signature] *4/15/12*
 OFMB *JB 4/15*
[Signature] *4/16/12*
 Contract Administrator *4-16-12 B. Becker*

- B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

- C. Other Department Review:

 Department Director

**GRANT AGREEMENT
BETWEEN
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND PALM BEACH COUNTY
FOR ARTIFICIAL REEF CONSTRUCTION PROJECT 2011-2012**

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 PALM BEACH COUNTY, whose address is 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, hereafter "GRANTEE."

WHEREAS, this COMMISSION grant is authorized and awarded under 68A-1.003 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 on signature and shall end August 31, 2012, inclusive. **All construction described in Attachment A, Scope of Work, must be completed no later than August 21, 2012.** The GRANTEE shall not be eligible for reimbursement for grant activities performed prior to the begin date of this Agreement nor after August 21, 2012 except for an unanticipated delay justifying a short term extension until August 31, 2012 as described in paragraph 4.
4. All artificial reef construction must be completed by August 21, 2012. A one-time short term time extension of up to ten (10) days (through the Agreement end date of August 31, 2012) may be authorized in writing by the Commission's Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction

on the transport vessel or accompanying tug or at the shore-side loading area results in an unexpected short term delay. In both situations a) and b), the reef material must either be at the staging area ready for immediate loading on the transport vessel or already loaded and ready for transport and deployment as of August 21, 2012. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the Grantee to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by August 21, 2012. Subcontracts with completion dates even earlier than August 21, 2012 to provide an additional buffer are strongly encouraged.

5. **COMPENSATION.** As consideration for the GRANTEE's performance under the terms of this Agreement, the COMMISSION shall pay the GRANTEE: on a cost reimbursement basis in an amount not to exceed **\$60,000**. The GRANTEE shall be required to provide a minimum matching contribution of \$60,000 of the total project costs in support of the COMMISSION's grant from the U.S. Fish and Wildlife Service. In addition to the required \$60,000 match, the GRANTEE shall be responsible for all project costs in excess of \$120,000.

6. The GRANTEE shall be compensated on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Auditing, "Reference Guide for State Expenditures". The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment B.

7. **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 bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

8. Invoices submitted by the GRANTEE for reimbursement shall be for 100% of actual project costs and submitted following successful completion of the artificial reef project described in Attachment A, Scope of Work.

9. A final invoice must be received by the COMMISSION no later than October 15, 2012 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

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

11. The COMMISSION shall make payment to the GRANTEE for an amount of the total project eligible cost less the \$60,000 match, not to exceed \$60,000 of approved invoiced costs. The \$60,000 of invoice costs not reimbursed by the COMMISSION shall represent the

GRANTEE's matching contribution as required by the COMMISSION's grant from the U.S. Fish and Wildlife Service.

12. 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.

13. **TERMINATION.** In the event the GRANTEE commits fraud or willful misconduct involving this Agreement, the Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE. In the event either party breaches this Agreement, the non-breaching party shall provide the breaching party with written notice specifying the nature of the breach ("Default Notice"). Following receipt of the Default Notice, the breaching party shall cure such breach within thirty (30) days. If the breaching party fails to cure the breach within said period, the non-breaching party may terminate this Agreement upon written notice of termination to the other party, which will be effective immediately. 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. If this Agreement is terminated by the COMMISSION without cause, the COMMISSION agrees to pay the GRANTEE for satisfactory completion, as determined by the COMMISSION, of tasks or partial tasks as described in Attachment A, Scope of Work. 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.

14. **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.

15. **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 COMMISSION:

Keith Mille, Environmental Specialist III
FWC Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, Florida 32301
(850) 617-9633
keith.mille@myfwc.com

FOR THE GRANTEE:

Richard E. Walesky, Director
Palm Beach County DERM
2300 North Jog Rd., 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
rwalesky@pbcgov.org

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

16. **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.

17. **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.

18. **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.

19. 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.

20. 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

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

32. **FEDERAL FUNDS.** This Agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the GRANTEE shall be responsible for complying with all federal grant requirements as provided in the grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the GRANTEE is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.

33. **DEBARMENT AND SUSPENSION.** In accordance with Executive Order 12549, Debarment and Suspension, the GRANTEE shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the GRANTEE shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the COMMISSION by the federal agency issuing the grant award. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded

Transactions", attached hereto and made a part hereof as Attachment E. As required by sentences 1 and 2 above, the GRANTEE shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the GRANTEE's work under this Agreement.

34. **PROHIBITION AGAINST LOBBYING.** The GRANTEE certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Agreement, the GRANTEE shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The GRANTEE shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

35. Pursuant to the Lobbying Disclosure Act of 1995, the GRANTEE agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

36. 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.

37. **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.

38. **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.

39. **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 subsection 274A(a) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT if the GRANTEE knowingly employs unauthorized aliens.

40. **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.

41. 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.

42. 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).

43. 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.

44. **DIVISION OF MARINE FISHERIES MANAGEMENT REQUIREMENTS**

- a. 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 three written quotes for any subcontracts required for Agreements in the amount of \$35,000 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 \$35,000.
- b. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the GRANTEE from the requirements of Paragraph a.

FWC Agreement No. FWC-11177

- c. 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.
- d. The GRANTEE shall submit bid specifications to the COMMISSION's Contract Manager for approval within ninety (90) days following the execution date of this Agreement.
- e. 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.
- f. 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.
- g. A copy of this Agreement should be provided to all subcontractors and incorporated by reference in all subcontracts. The GRANTEE shall require all subcontractors to comply with all applicable provisions of this Agreement. All such subcontracts in excess of \$5,000 shall be in writing.
- h. The GRANTEE agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.
- i. The GRANTEE agrees to provide the COMMISSION with a minimum of five (5) days notice for any artificial reef construction that occurs as a result of this Agreement.
- j. The GRANTEE agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.
- k. 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.

REST OF PAGE INTENTIONALLY LEFT BLANK

FWC Agreement No. FWC-11177

45. **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.

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

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By: _____
(Authorized Signatory*)

By: _____
Director, Division of Marine Fisheries
or Designee

(Print Signatory's Name and Title)

Date: _____

Date: _____

Palm Beach County Board of County Commissioners

(Grantee)

301 N. Olive Avenue

(Address)

West Palm Beach, Florida 33401

(City, State, and Zip Code)

59-6000785

(Federal Employer Identification Number)

Approved as to form and legality:

Julia Miral
FWC Attorney

Approved as to Terms and Conditions:

Robert Robb (Robert Robb)

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

Reimbursement Check Remittance Address:

2300 North Jog Road, 4th Floor

(Address)

West Palm Beach, Florida 33411

(City, State, and Zip Code)

Approved as to form and legality:

Tom
County Attorney

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

FWC Agreement No. FWC-11177

List of Attachments included as part of this Agreement:

<u>Attachment A</u>	<u>Scope of Work</u>
<u>Attachment B</u>	<u>Comptroller's Contract Payment Requirements</u>
<u>Attachment C</u>	<u>Requirements of the Federal - Florida Single Audit Acts</u>
<u>Exhibit 1</u>	<u>State and Federal Funds Awarded through the Florida Fish and Wildlife</u>
	<u>Conservation Commission</u>
<u>Attachment D</u>	<u>Federal Aid Compliance Requirements</u>
<u>Attachment E</u>	<u>Certification Regarding Debarment/Suspension</u>

ATTACHMENT A SCOPE OF WORK

PALM BEACH COUNTY ARTIFICIAL REEF DEVELOPMENT PROJECT 2011-2012

Palm Beach County proposes to deploy approximately 1,000 tons of limestone boulders at a depth of 37 feet within the Jupiter Inlet Artificial Reef Site. The 3 feet to 4 feet diameter limestone boulders will be stacked at least two high for a maximum of 8 feet of vertical profile. The patch reef will be a single pile within the southern quadrant of the permitted area. One other limestone boulder reef has been constructed at this site. The proposed deployment coordinates are located approximately 1.0 nautical mile at a bearing of 28° from the Jupiter Inlet. The Jupiter Inlet Reef Site is a rectangular permitted zone, measuring 3,018 feet by 5,704 feet covering 395.2 acres, in a north-south orientation. It is located in state waters off Palm Beach County in the Atlantic Ocean. The Jupiter Inlet Reef Site is permitted to Palm Beach County by the U.S. Department of the Army, Corps of Engineers Permit Number 2006-7012 (IP-JWH), which is valid until February 14, 2018, and by the Florida Department of Environmental Protection Permit Number #50-231153-002, which is valid until February 14, 2018. The proposed deployment location is at coordinates 26° 57.270' N and 80° 03.600' W and is located within the southern half of the permitted site, at a depth of 37 feet.

The reef construction activity to be funded consists of the following elements:

LOADING AND TRANSPORTATION

1. Loading and transportation of approximately 1,000 tons of limestone boulders measuring 3 feet to 4 feet diameter artificial reef materials acceptable to the **COMMISSION**.
2. Load the concrete materials onto a suitable conveyance and transport to a site for loading onto a barge or other suitable vessel for offshore movement. Load the structures onto a vessel for transportation to the designated reef site. Provide a sufficiently powered transport or towing vessel, personnel, and all necessary equipment to transport the material offshore and deploy it. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.
3. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, Florida Statutes.

DEPLOYMENT AND MATERIAL PLACEMENT

4. During the deployment of the concrete reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the concrete patch reef on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered. Any machinery used to move and deploy the reef materials should be sufficiently

powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **GRANTEE's** observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

5. The reef material under this Agreement will be strategically clustered at a single location within within the southern quadrant of the Jupiter Inlet Artificial Reef Site.
6. The minimum vertical clearance of 18.5 ft. (50% of the ambient water depth) shall be maintained above the highest point of the reef material (in accordance with the special conditions of the US Army Corps of Engineers Permit Number 2006-7012 (IP-JWH), and by the Florida Department of Environmental Protection Permit Number #50-231153-002).
7. The **GRANTEE's** Contract Manager shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the reef. The markers shall be buoys no less than 12 inches in diameter, clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time will also be important to insure the reef is constructed within the permitted area.
8. The **GRANTEE's** Project Manager or **GRANTEE's** employee designated as an official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
9. Both the **GRANTEE** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **GRANTEE's** observer and the subcontractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for insuring that all permit condition terms are complied with.
10. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the saltwater artificial fishing reef project before, during, and after the deployment.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

11. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than \$5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the complete list of eligible activities.
12. If the **GRANTEE** chooses to conduct a post-deployment SCUBA assessment at the deployment location(s) (this is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed prior to August 31, 2012 and the following items, at a minimum, must be included:
 - a. *Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
 - b. *Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
 - c. *Chronology*: start and end of each dive; dive profile: dive plan, maximum depth, dive time, distance and bearing searched;
 - d. *Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential, WAAS, and/or LORAN coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
 - e. *Physical observations*: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
 - f. *Footprint area*: Measure the approximate total area covered by each patch reef through standard in situ survey practices.
 - g. *Biological observations*: Describe any fish observed, or other general biological observations.
 - h. *Video and photographs*: Provide representative still and/or video footage of each deployment location (digital format preferred when available).
13. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

14. Upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until

the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

REPORTING, PERFORMANCE, AND PUBLICATIONS

15. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60 day intervals beginning from the date of execution of this agreement.
16. **A final field report providing the designated observer's narrative of the reef deployment operation is required prior to reimbursement.** The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field report should include video footage or photographs (underwater and/or surface), if available.
17. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report shall reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **GRANTEE's** Project Manager or **GRANTEE** employed designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **GRANTEE's** Project Manager or **GRANTEE**-employed designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.
18. Any published articles related to this artificial reef activity should reflect the role of the USFWS Federal Aid in Sport Fish Restoration Program in assisting in the funding of this activity.

REST OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B

Comptroller Contract Payment Requirements Department of Financial Services, Bureau of Auditing Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). The following supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum #04 (1996-97). Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, F.S., which includes submission of the claim on the approved state travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, F.S., for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

ATTACHMENT C
REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

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

PART II: STATE FUNDED

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

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities)

or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

PART III: OTHER AUDIT REQUIREMENTS

None

PART IV: REPORT SUBMISSION

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

The Commission at the following address:

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

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 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, 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 - I

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

Federal Agency: U.S. Fish and Wildlife Service
Federal Program: Federal Aid in Sport Fish Restoration Program
CFDA Number: 15.605
State Agency: Florida Fish and Wildlife Conservation Commission
State Program: Division of Marine Fisheries Management Artificial Reef Grants Program
Recipient: Palm Beach County
Amount: \$60,000

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

1. Only the goods and/or services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.
2. 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.
3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.
4. The GRANTEE shall be required to provide a matching contribution of the total project costs (a minimum of **\$60,000.00**) in support of the **COMMISSION's** grant from the U.S. Fish and Wildlife Service.

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

MATCHING FUNDS FOR FEDERAL PROGRAMS:

None.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES (Florida Single Audit Act):

None.

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

Not applicable.

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

INSERT (manually):

Attachment D: Federal Aid Compliance Requirements (from Fed Aid Handbook)

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20____.

By: _____
Authorized Signature/Contractor

Typed Name/Title

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2012 - 0750

BGEX - 380 - 03271200000000001209

BGRV - 380 - 03271200000000000498

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 1224 Environment Enhancement Salt Water Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended 3/27/2012	REMAINING BALANCE
<u>REVENUES</u>						
380-1033-Jupiter InletArtificial Reef 3138-Fed Grant Indirect - Physical Environr	0	0	60,000	0	60,000	
TOTAL RECEIPTS & BALANCES	709,313	895,298	60,000	0	955,298	
<u>EXPENDITURES</u>						
380-1033-Jupiter InletArtificial Reef 3401-Other Contractual Services	0	0	60,000		60,000	60,000
TOTAL APPROPRIATIONS & EXPENDITURES	709,313	895,298	60,000	0	955,298	

Environmental Resources
Management

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

Signatures & Dates

[Signature] 4/5/12 *[Signature]* 5/1/12

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

May 1, 2012

Deputy Clerk to the
Board of County Commissioners

RESOLUTION NO. -----

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY,
FLORIDA TO UTILIZE A PORTION OF THE COUNTY
VESSEL REGISTRATION FEES FOR CONSTRUCTING
HABITAT ENHANCEMENT TO THE JUPITER INLET
ARTIFICIAL REEF SITE.**

WHEREAS, Palm Beach County enacted the Vessel Registration Fee Ordinance, No. 88-40 which began collecting fees June 1, 1989; and

WHEREAS, the Vessel Registration Fee Ordinance provides that monies collected from vessel registration fees be utilized to protect coastal marine and estuarine habitats, maintain and enhance fisheries and other salt and freshwater habitats, and construct artificial reefs; and

WHEREAS, the current Jupiter Inlet artificial reef site was permitted in 2008; and

WHEREAS, the enhancement of this site will involve the placement of about 850 tons of boulders that will create a large and unified environmental enhancement approximately one nautical mile NE from Jupiter Inlet that will boost fisheries and marine life habitat and provide additional areas for diving, fishing and boating activities; and

WHEREAS, this work currently estimated at \$140,000 will be covered in part by a \$60,000 grant agreement with the Florida Fish and Wildlife Conservation Commission and the County; and

WHEREAS, the County's portion of the work will include using \$80,000 from the County's Vessel Registration Fee Trust Fund; and

WHEREAS, the Board of County Commissioners and the Artificial Reef and Estuarine Enhancement Committee support the artificial reef creation and enhancement of the Jupiter Inlet artificial reef site; and

WHEREAS, the Director of Environmental Resources Management recommends that the Board of County Commissioners authorize the Clerk of the Court to disburse Vessel Registration Fee monies in the amount of \$80,000 to cover a portion of project funds for the enhancement of Jupiter Inlet artificial reef site.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, THAT:

- Section 1: The foregoing recitals are hereby adopted and ratified.
- Section 2: The Board hereby authorizes the Clerk to disburse funds of \$80,000 for the environmental enhancement of Jupiter Inlet Artificial Reef Project.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- District 3 COMMISSIONER Shelley Vana, Chair _____
- District 4 COMMISSIONER Steven L. Abrams, Vice Chairman _____
- District 1 COMMISSIONER Karen T. Marcus _____
- District 2 COMMISSIONER Paulette Burdick _____
- District 5 COMMISSIONER Burt Aaronson _____
- District 6 COMMISSIONER Jess R. Santamaria _____
- District 7 COMMISSIONER Priscilla A. Taylor _____

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2012.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

_____, Clerk

By _____ Assistant County Attorney

By _____ Deputy Clerk

2012 - 0751

BGEX - 380 - 0328120000000001211

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER

Fund 1224 Environmental Enhancement-Saltwtr

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended 3/28/2012	REMAINING BALANCE
<u>Appropriations</u>							
<u>Reserve-Salt Water Projects</u>							
380-3891	9902-Operating Reserves	368,703	323,881	0	80,000	243,881 0	243,881
<u>Jupiter Inlet Artificial Reef</u>							
380-1033	3401 - Other Contractual Services	0	60,000	80,000	0	140,000 0	140,000
				80,000	80,000		

Environmental Resources

Management

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

[Signature]
[Signature] 4/5/2012 *[Signature]*

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

May 1, 2012

Deputy Clerk to the
Board of County Commissioners