



**II. FISCAL IMPACT ANALYSIS**

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

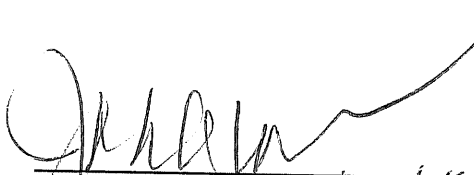
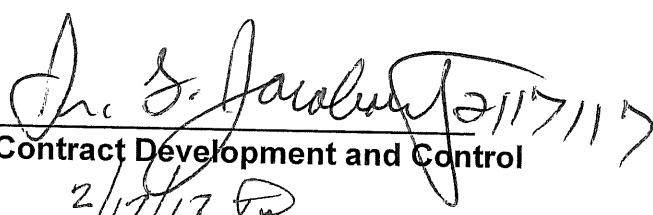
Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>*</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____	No _____			
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	Program _____

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 \*No fiscal impact

**C. Department Fiscal Review:** *S. Neary*

**III. REVIEW COMMENTS**

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

 OFMB <i>2/13</i> <i>2/15</i>	 Contract Development and Control <i>2/17/17</i>
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**B. Legal Sufficiency:**  
*Anne Delmont 2-22-17*  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

ATTACHMENT 1

**STATE FINANCIAL ASSISTANCE AGREEMENT  
LAKE WORTH LAGOON MONASTERY ARTIFICIAL REEF**

**PURSUANT TO LINE ITEM 1640C OF THE 2013-2014  
GENERAL APPROPRIATIONS ACT**

**DEP AGREEMENT NO. 14PB6, AMENDMENT No. 2**

THIS AGREEMENT was entered into on the 13<sup>th</sup> day of May, 2014, and amended on the 30<sup>th</sup> day of December, 2015, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, MS 3601, Tallahassee, Florida 32399, (hereinafter referred to as the "Department") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2300 North Jog Road, West Palm Beach, Florida, 33401 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Lake Worth Lagoon Monastery Artificial Reef project.

WHEREAS, the Grantee has requested and the Department has agreed to extend the expiration date of this agreement to allow the additional time required for the successful completion of the scopes of work for construction of the artificial reef. Accordingly, the Department revised the Grant Work Plan included as Attachment A-2.

In consideration of the mutual benefits to be derived from this Agreement, the parties hereby agree as follows:

- Paragraph 1 sentence 1 is hereby deleted in its entirety and replaced with the following:

This Agreement shall begin upon execution by both Parties and remain in effect until March 31, 2017, inclusive.

- Paragraph 3.C. sentence 3 is hereby deleted in its entirety and replaced with the following:


A final Disbursement Request Package must be submitted to the Department no later than March 31, 2017, to assure the availability of funds for reimbursement.

Attachment A-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment A-2, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A-1, Grant Work Plan shall hereinafter refer to Attachment A-2, Revised Grant Work.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.


PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

By:   
Robert G. Robbins, Director  
Environmental Resources Management

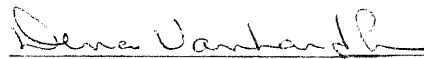
Date: 10-5-16

  
County Attorney

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:   
Department of Environmental Protection  
Secretary or Designee

Date: 10/13/16

  
Department of Environmental Protection,  
Grant Administrator

FEID No.: 59-6000785

\*For Agreements with governmental boards/commissions: If someone other than the Mayor signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Grant Work Plan (2 Pages)

## ATTACHMENT A-2 REVISED GRANT WORK PLAN

**Project Title:** Lake Worth Lagoon Monastery Artificial Reef.

**Project Location:** This project will be located in Lake Worth Lagoon, in the vicinity of Peanut Island within Palm Beach County, Florida.

**Project Background:** The Lake Worth Lagoon (LWL) Initiative has prioritized projects to restore more than 50 acres of critical habitat, including seagrasses, mangroves, oyster reefs, and artificial reefs and to create over 3500 linear feet of living shorelines within the Lagoon. Restoration of these estuarine resources will provide habitat for fishes and wildlife (including endangered species), improve water quality and provide an ecotourism destination that will support boating, fishing, birding, photography and kayaking activities. LWL is a 20-mile-long estuary located within Palm Beach County and bordered by 13 municipalities from North Palm Beach to Ocean Ridge. Management of LWL is coordinated through the LWL Initiative, a multi-agency effort to increase awareness, support and funding assistance for projects to improve and protect the natural resources within the LWL watershed.

Marine habitats have been significantly impacted by coastal development, user pressures, and hurricanes. The reduction of these habitats has led to the decline of many marine organisms. Artificial reefs are man-made habitats that provide the substrate for new hard bottom communities to develop. Artificial reefs use materials, such as concrete and limestone, to mimic natural reef systems. The Monastery Artificial Reef Project, in partnership with the County, Artificial Reef and Estuarine Enhancement Committee and the Lake Worth Lagoon Initiative, provides substantial benefits to the lagoon which attain and maintain biological integrity of the estuarine ecosystem and supports a diversity of fish and wildlife. The proposed project will aid the long-term restoration and conservation of coastal wetlands, including:

- Providing food, shelter, protection, and spawning areas for fish and marine life.
- Relieving user pressure from natural reefs by providing alternative recreational areas for SCUBA divers and anglers.
- Supporting multi-million dollar marine based industries in Palm Beach County that provide thousands of jobs, as documented in the 2001 Socioeconomic Study of Reefs in Southeast Florida.
- Improving and creating important essential fish habitat. The restoration of function of the natural reef system provides habitat for hundreds of species of fish and other marine life. Recreationally and commercially important fish (up to 195 species) will benefit from this artificial reef project.
- Restoring and enhancing important habitat for the federally listed endangered manatee and green sea turtle.

**Project Description:** This artificial reef will provide hard-bottom habitat in the open waters of Lake Worth Lagoon, the largest estuary within Palm Beach County. This reef will be constructed on open sandy bottom that receives clear oceanic waters during flood tides. Based on the evidence from other projects in the vicinity, this proposed project should provide habitat for many species of fish and invertebrates. This project will consist of placing approximately 1,245 tons of large limestone boulders in discrete piles within a 100-acre reef site, thus maximizing edge effect habitat for marine life utilization.

The Grantee will submit an activity package for task work completed during the invoicing period. The activity package must include:

- (1) An itemized summary of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; and proof of payment of the invoices; and
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and
- (3) A certification signed and sealed by the Engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Revised Grant Work Plan, in accordance with contract documents; that payment is in accordance with contract provisions; and that work, up to the point of the request, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose are identified.

**Performance Standard:** The Department's Grant Manager will review the project activity package, signed statement from a Florida Licensed Professional Engineer, and signed acceptance of the completed project by the Grantee to verify that the work was performed in accordance with the approved plans and specifications in this task description.

**Deliverable A:** Activity package as described above in the "Project Description": Certification of completion of construction of reef by a professional engineer registered in the State of Florida and signed acceptance of the completed project by the Grantee.

**Total Cost:** \$150,000 – (**DEPARTMENT Cost:** \$150,000).

**Due Date:** February 28, 2017.

**All Tasks Are Contractual Services.**

## ATTACHMENT 2

### STATE FINANCIAL ASSISTANCE AGREEMENT LAKE WORTH LAGOON MONASTERY ARTIFICIAL REEF

#### PURSUANT TO LINE ITEM 1640C OF THE 2013-2014 GENERAL APPROPRIATIONS ACT

#### DEP AGREEMENT NO. 14PB6, AMENDMENT No. 3

THIS AGREEMENT, entered into on the 13<sup>th</sup> day of May, 2014, amended on the 30<sup>th</sup> day of December, 2015, and amended 13<sup>th</sup> day of October, 2016, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, MS 3601, Tallahassee, Florida 32399, (hereinafter referred to as the "Department") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2300 North Jog Road, West Palm Beach, Florida, 33401 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the **Lake Worth Lagoon Monastery Artificial Reef** project.

WHEREAS, the Grantee has requested and the Department has agreed to extend the expiration date of this agreement to allow the additional time required for the successful completion of the scopes of work for construction of the artificial reef. Accordingly, the Department revised the Grant Work Plan included as Attachment A-3.

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Department and the LOCAL SPONSOR do hereby agree as follows:

- Paragraph 1 sentence 1 is hereby deleted in its entirety and replaced with the following:

This Agreement shall begin upon execution by both Parties and remain in effect until June 30, 2017, inclusive. The Grantee shall be eligible for work conducted on the PROJECT by the Grantee or its subcontractor beginning on or after July 1, 2013, through the expiration date of this Agreement.

- Paragraph 3.C. sentence 3 is hereby deleted in its entirety and replaced with the following:

A final Disbursement Request Package must be submitted to the Department no later than July 30, 2017, to assure the availability of funds for reimbursement.

- Paragraph 9 is hereby deleted in its entirety and replaced with the following:

#### **PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.



- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

- Paragraph 26 hereby added to this Agreement:

**TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES,  
BOYCOTTING:**

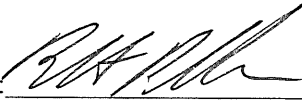
Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Attachment A-2, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment A-3, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A-2, Grant Work Plan shall hereinafter refer to Attachment A-3, Revised Grant Work.

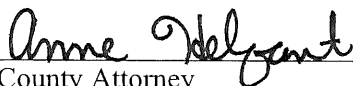
In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS


By:   
Robert G. Robbins, Director  
Environmental Resources Management

Date: 12/6/16

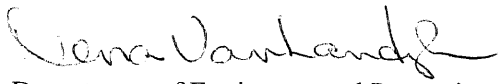
  
County Attorney

FEID No.: 59-6000785

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
Department of Environmental Protection  
Secretary or Designee

Date: 12/13/16

  
Department of Environmental Protection,  
Grant Administrator

\*For Agreements with governmental boards/commissions: If someone other than the Mayor signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-3	Revised Grant Work Plan (2 Pages)

**ATTACHMENT A-3  
REVISED GRANT WORK PLAN**

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- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and
- (3) A certification signed and sealed by the Engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Revised Grant Work Plan, in accordance with contract documents; that payment is in accordance with contract provisions; and that work, up to the point of the request, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose are identified.

**Performance Standard:** The Department's Grant Manager will review the project activity package, signed statement from a Florida Licensed Professional Engineer, and signed acceptance of the completed project by the Grantee to verify that the work was performed in accordance with the approved plans and specifications in this task description.

**Deliverable A:** Activity package as described above in the "Project Description": Certification of completion of construction of reef by a professional engineer registered in the State of Florida and signed acceptance of the completed project by the Grantee.

**Total Cost:** \$150,000 – (**DEPARTMENT Cost:** \$150,000).

**Due Date:** May 30, 2017.

**All Tasks Are Contractual Services.**

ATTACHMENT 3


APR 24 2014



**INTEROFFICE MEMORANDUM  
Palm Beach County  
Environmental Resources Management**

**DATE:** April 22, 2014

**TO:** Robert Weisman  
County Administrator

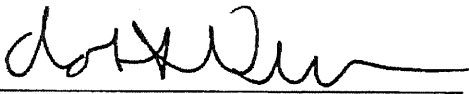
**FROM:**  Robert Robbins, Director  
Environmental Resources Management

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
**Agreement No. 14PB6 with the Florida Department of  
Environmental Protection (FDEP) for the construction of an  
artificial reef within the Lake Worth Lagoon.**

On April 15, 2014 agenda item 3L5 (R2014-0531) the County Commission approved the County Administrator or his designee to sign all future time extensions, certifications, and other forms that do not change the scope of work or terms and conditions of this Agreement.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign all future time extensions, necessary minor amendments, and other forms that do not change the scope of work or terms and conditions of this Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: \_\_\_\_\_

  
Robert Weisman, County Administrator

DATE: \_\_\_\_\_

4/24/14

RR:mc  
Attachment