Agenda Item: 3L-3

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

Meeting Date:	December 20, 2022	(X) Consent ( ) Workshop	()Regular ()Public Hearing				
Department:	Environmental Resources N	<u>/lanagement</u>					
	I. EXECUTIVE BRIEF						
Motion and Title:	Motion and Title: Staff recommends motion to:						
Management (BLM	and Cooperative Agreement l) for the management of the c year project period commenci	Iupiter Inlet Lighthouse O	utstanding Natural Area				

- **B) approve** Budget Amendment of \$32,073 in the Natural Areas Fund to recognize the award for the first year; and
- C) authorize the County Administrator or designee to sign all future time extensions, task assignments, certifications and other forms associated with this Agreement, and any necessary minor amendments that do not substantially change the scope of work or terms and conditions of this Agreement.

**Summary:** A Land Stewardship Memorandum of Understanding (MOU) with the BLM to collaborate on the joint management of JILONA was approved on January 15, 2008 (R2008-0072). On September 13, 2011, the Board of County Commissioners (BCC) approved BLM Grant and Cooperative Agreement L11AC20221 (R2011-1394) for the management of JILONA for a five-year period ending September 30, 2016. On December 6, 2016 the BCC approved BLM Grant and Cooperative Agreement L16AC00163 (Agreement) and Supplement 001 for the management of JILONA for another five-year period ending in July 20, 2021. The Agreement provides for reimbursement to the County up to \$32,072.87 for the management of JILONA with no County match required.

The Agreement contains termination and indemnification provisions that differ from those adopted for use by the County under PPM CW-F-049. In accordance with PPM CW-F-049, the Risk Management Department and County Attorney's Office have reviewed the terms and agreed to the deviations, taking into consideration the long term partnership Environmental Resources Management (ERM) has with BLM in managing the natural area and the funding that will be received. District 1 (SF)

**Background and Justification:** ERM and BLM have been partnering on the management of JILONA since 1996. The Agreement will provide funding for management activities which include biological monitoring, public outreach and education support, public use maintenance, and restoration and enhancement projects.

#### Attachments:

1. Cooperative Agreement L22AC00513-00

2. Budget Amendment (1226)

Recommended by:	Elenah Dun	11-21-22	SF 11/21/22
•	Department Director	Date	
Approved by:	Tal	12/5/22	
	Assistant County Administrator	Date	

### **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<b>i</b>	2023	2024	2025	2026	2027
Capital Expe	enditures			-	-	***************************************
Operating C	osts	<u>\$32,073</u>				
External Rev	enues/	<b>(</b> \$32,073)				
Program Inc	ome (Count	y)				
In-Kind Mate	ch (County)					<u></u>
NET FISCAL	. IMPACT	<u>\$0</u>				
# ADDITION. POSITIONS	AL FTE (Cumulative	e)			-	
Is Item Inclu	ded in Curre	ent Budget?	Yes _		No <u>X</u>	
		ne use of fedo lo.: Bureau of				
Fund <u>1226</u> l	Department <u>:</u>	380 Unit <u>E235</u>	<u>Object 3139</u>	<u>/3401</u>	ım	
B.	Recommen	ded Sources	of Funds/Sur	mmary of Fis	cal Impact:	
C.	Department	: Fiscal Revie	w: <u>&amp; M</u> -	ing		
		III. RE	VIEW COMM	ENTS		
A.	OFMB Fisca	al and/or Con	tract Dev. an	d Control Co	mments:	
promois	OFMB 9A	Ne 11/23	122 July Contr	act Develop	ment & Contr	12/1/25
в.	Legal Suffic					
	Sassistant C	ounty Attorn	ey			
C.	Other Depa	rtment Revie	w:			
	Department	t Director				

except that any additions or restrictions previously imposed 09/14/2022 remain in effect unless specifically rescinded 2. CEDA NO. 15,245 - Plant Conservation and Restoration Management 3. ASSISTANCE TYPE Cooperative Agreement 4. GRANT NO. L22AC00513-00 5. TYPE OF AWARD Originating MCA # 4a. FAIN L22AC00513 5a. ACTION TYPE New 6. PROJECT PERIOD MM/DD/YYYY MM/DD/YYYY From 09/14/2022 Through 09/13/2027 7. BUDGET PERIOD MM/DD/YYYY MM/DD/YYYY From Through 09/13/2027

1a. SUPERSEDES AWARD NOTICE dated

#### **NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)

Federal Land Policy and Management Act of 1976 (FLPMA), 43 USC § 1737(b)

#### 8. TITLE OF PROJECT (OR PROGRAM)

1. DATE ISSUED MM/DD/YYYY

HQ Management Agreement for Jupiter Inlet Lighthouse Outstanding Natural Area

9a. GRANTEE NAME AND ADDRESS

Palm Beach County Board of County Commissioners
2300 N Jog Rd
4th Floor
West Palm Beach, FL, 33411-2750

2300 North Jog Rd, 4th Floor West Palm Beach , FL, 33411-2743 Phone: 561-233-2466

9b. GRANTEE PROJECT DIRECTOR

Mr. Andrew Thomas Cunningham

10b. FEDERAL PROJECT OFFICER

Ms. Patricia Glass 440 W 200 S Ste 500 Salt Lake City, UT, 84101-1434 Phone: 801-539-4194

# West Palm Beach , FL, 33411-2743 Phone: 561-233-2466 11. APPROVED BUDGET (Excludes Direct Assistance) I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation Salaries and Wages

Total Personnel Costs

TOTAL DIRECT COSTS

TOTAL APPROVED BUDGET

Fringe Benefits

Equipment

Construction Other

INDIRECT COSTS

Federal Share

Non-Federal Share

Supplies

b.

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. Andrew Thomas Cunningham

2300 North Jog Rd, 4th Floor

SHOWN IN USD		
12. AWARD COMPUTATION		
a. Amount of Federal Financial Assistance (from item 11m)	\$	32,072.87
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	32,072.87
13. Total Federal Funds Awarded to Date for Project Period	\$	32,072.87
14. RECOMMENDED FUTURE SUPPORT	46 5 4) .	

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTA	L DIRECT COSTS
a. 2	\$	d. 5	\$	
b. 3	\$	e. 6	\$	
c. 4	\$	f. 7	\$	
15. PROGRAM	INCOME SHALL BE USED IN ACCORD WITH O	NE OF THE FOLLOWIN	IG	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING
ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
a OTHER (See REMARKS)

THE FEDERAL AWARDING AGENCY

а

REMARKS (Other Terms and Conditions Attached -

• Yes

**▶**|\$

\$

\$

\$

\$

ALL AMOUNTS ARE S

12,177.80

6.895.07

19.072.87

0.00

0.00

0.00

0.00

0.00

13.000.00

32.072.87

32,072.87

32.072.87

0.00

n the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shal revail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise iblained from the grant payment system.

O No)

Please see Attachment 1.

The BLM Program Officer for this agreement is as follows: Peter DeWitt

Email: pdewitt@blm.gov Phone: (561) 295-5955

#### GRANTS MANAGEMENT OFFICIAL:

Patricia Glass, Grants Management Officer 440 W 200 S Ste 500 Salt Lake City, UT, 84101-1434 Phone: 801-539-4194

# NOEL MILLER MILLER Date 20

Digitally signed by NOEL MILLER

and conditions, if any, noted below under REMARKS. nts, cost principles and audit requirements applicable to this grant.

Date: 2022.11.08 10:07:25

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17. VE	NDOR CODE	0070198398	18a. UEI XL2DNFMPCR44	18b. DUN	S 078470481	19. CONG. DIST. 18
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051021703-00010	\$10,000.00	09/14/2022	09/13/2027	1125	Fuels Fire Management - DD
2	0051021703-00020	\$12,072.87	09/14/2022	09/13/2027	1125	Fuels Fire Management - AM
3	0051021703-00030	\$10,000.00	09/14/2022	09/13/2027	1125	Fuels Fire Management - LC

## **AWARD ATTACHMENTS**

Palm Beach County Board of County Commissioners

L22AC00513-00

1. Attachment 1

BLM Agreement No. L22AC00513

Recipient: Palm Beach County Board of County Commissioners

Proposal Title: HQ Management Agreement for Jupiter Inlet Lighthouse Outstanding Natural Area

Attachment No. 1

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This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), and Palm Beach County Board of County Commissioners, the recipient, for the purpose of Management Agreement for Jupiter Inlet Lighthouse Outstanding Natural Area by transferring something of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

The BLM's substantial involvement in this cooperative agreement may include, but not be limited to, the following:

- Joint collaboration between the BLM and recipient in carrying out management, development, implementation, and evaluation of the proposed work, including critical scheduling elements for work conducted on the public lands at the Jupiter Inlet Lighthouse ONA;
- Training of recipient personnel including an ONA/BLM orientation training provided by the BLM;
- Review and approval by the BLM of one stage of work prior to the start of the next stage;
- Review and approval by the BLM of modifications or subawards prior to their award;
- Participation in selecting recipient project staff;
- Directing or redirecting of recipient work by the BLM because of relationships to other projects, including scheduling of planting activities in association with shoreline stabilization project construction;
- The ability to immediately halt work because of failure to meet agreement objectives;
- Close monitoring and/or operational involvement in the proposed work.

Funding Opportunity Number: L22AS00266

Required Cost Sharing/Matching: No

Indirect Cost Rate: N/A

#### Required Periodic Status Reporting

- 1. Performance Reports: Annual
- 2. SF425 Financial Reports: Annual
- \* All reports will be submitted to the BLM through GrantSolutions. Please Refer to Section 6 of the award document for reporting terms and conditions.

The BLM Program Officer for this agreement is as follows: Peter DeWitt

Email: pdewitt@blm.gov Phone: (561) 295-5955

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#### 1. COOPERATIVE AGREEMENT OBJECTIVES:

#### A. Objective(s):

This agreement facilitates the joint implementation of the Jupiter Inlet Lighthouse ONA Comprehensive Management Plan. The Jupiter Inlet Lighthouse ONA is a unit of the BLM National Landscape Conservation System and is also a designated Natural Area within Palm Beach County's Natural Area System. The management plan was developed in cooperation with Palm Beach County ERM, other partners and the public, and supports the resource objectives of both BLM and ERM. Joint management objectives include implementation of habitat management and restoration, biological monitoring, actions to support recovery of federally listed species and other special status species, facilities maintenance, public outreach and education.

To meet the objectives of the Comprehensive Management Plan, ERM agrees to complete the following management activities during the upcoming agreement timeframe:

#### Restoration and Enhancement

ERM will collaborate on a habitat improvement projects which includes planting native plants, trimming back vegetation around the federally endangered four petal pawpaws, removal of exotic and/or invasive vegetation, removal of nuisance wildlife, fuel reduction and reintroduction of prescribed fire using a burn box if feasible.

#### • Biological Monitoring

ERM will provide technical expertise in biological matters and conduct the biological monitoring consistent with the County's approved monitoring protocol. Staff will conduct migratory and non-migratory bird surveys, opportunistic surveys, photo monitoring and listed species surveys (*Gopherus polyphemus*, *Asclepias curtissi*, *Asimina tetramera*, *Cladonia perforata*, *Lechea cernua*, and *Tillandsia* spp.).

#### Natural Area Management and Coordination

ERM will provide law enforcement through an existing agreement with Palm Beach County's Wildlands Task Force.

ERM will provide lumber for site improvements such as fencing and kiosks through our contract with Pride Industries.

ERM will provide nuisance wildlife services through our contract with Advanced Wildlife Solutions.

ERM will coordinate and provide updates on ongoing management activities to BLM.

ERM will provide an Annual Site Evaluation report to BLM.

#### • Public Use and Outreach

ERM will conduct maintenance on the public use facilities which includes mowing management roads, fence line maintenance, disking firebreaks, keeping the facilities free of graffiti and making repairs to the facilities as needed.

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ERM will collaborate on signage, interpretive materials and outreach materials to provide the public with a unified message regarding the goals, objectives and management of ONA. Staff will assist BLM with National Public Lands Day and coordinate additional volunteer events to conduct clean ups, planting and hand pulling of exotic vegetation.

#### B. Public Benefit(s)

The proposed project will support management of the Jupiter Inlet Lighthouse Outstanding Natural Area (ONA). The work will directly protect and enhance biological resources, plant communities, wildlife, vegetation, and associated values at the ONA. The project serves to further the BLM's mission, support management of public lands as directed by the FLMPA and supports management directed under the Consolidated Natural Resources Act of 2008 which designed the ONA.

#### C. Federal Award Performance Goals

Milestone / Task / Activity	Start Date	Completion Date
Fireline Maintenance (Annually)	12/31	5/1
Migratory Bird Survey (Annually)	10/1	12/31
Photo point Monitoring (Annually)	3/1	4/1
Caldonia perforate Monitoring (Annually)	3/1	5/1
Gopher Tortoise Survey	4/1/2023	5/1/2023
State Listed Species Monitoring	Various	12/31
2022 Site Evaluation Report	Award	10/31/2022
2025 Public Outreach/Education at the Jupiter ONA	1/1/2023	10/31/2023
2026 Mangrove Planting on Public Lands (1000 Plants)	1/1/2024	10/31/2024
2026 Public Outreach/Education at the Jupiter ONA	1/1/2025	10/31/2025
2027 Mangrove Planting on Public Lands (1000 Plants)	1/1/2026	10/31/2026
2027 Public Outreach/Education at the Jupiter ONA	1/1/2027	End of the
		Agreement

#### 2. PROPOSED WORK

A. The Recipient's Project Proposal, dated 5/5/2022 and revised documents received via email 5/25/2022 entitled Management Agreement for Jupiter Inlet Lighthouse Outstanding Natural Area, is accepted by the BLM and incorporated herein, as part of this agreement in order to serve as the project work plan.

Additional documents incorporated by reference: The following recipient documents dated 5/5/2022 to include: Standard Form (SF) 424 Application for Federal Assistance, SF424A, Budget Information - Non-Construction Programs, SF424B, Assurances - Non-Construction Programs, Budget Detail, and signed Certification Regarding Lobbying -Certification for Contracts, Grants, Loans and Cooperative Agreements.

#### B. In addition, the BLM will:

Make site visits as warranted by program needs.

- C. In addition, the recipient will also be responsible for significant developments, i.e., events which may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the BLM or pass-through entity as soon as the following types of conditions become known:
- 1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

#### 3. TERM OF AGREEMENT

A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of five (5) years.

The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

#### B. Budget and Program Revisions

- 1. Recipients must submit in writing to the BLM's Program Officer (PO) any request for budget or program revision in accordance with 2 CFR 200.308.
- 2. All modifications to the agreement shall be in writing and signed by the GMO. No oral statements or any written statements made by any person other than the GMO, shall in any manner modify or otherwise affect the terms of the agreement.
- C. Termination. This agreement may be terminated in accordance with the provisions of 2 CFR, Subpart D, Section 200.339 Termination.

#### 4. FINANCIAL SUPPORT AND PAYMENT METHOD

A. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

Funds obligated but not expended by the recipient in a FY may be carried forward and expended in subsequent years.

B. Maximum Obligations. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

The total obligations, including modifications, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for, nor shall the recipient be responsible to perform, any effort that will require the expenditure of Federal funds above the current obligated amount.

C. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

#### D. Cost Sharing and Matching

Cost sharing for this agreement shall be in accordance with 2 CFR, Subpart D, Section 200.306, Cost sharing or matching.

1. There is no cost share or match legislatively required for this award.

#### E. Program Income

Program income generated under this award shall be in accordance with 2 CFR, Subpart D, Section 200.307(e)(1) Deduction - Program income must be deducted from total allowable costs to determine the net allowable costs, and be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project. Program income generated through the performance of this project must be reported on Standard Form (SF) 425, Federal Financial Report (see section 6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING).

#### F. Indirect Costs

Recipient: Palm Beach County Board of County Commissioners

Proposal Title: HQ Management Agreement for Jupiter Inlet Lighthouse Outstanding Natural Area

Attachment No. 1

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1. The recipient has not requested reimbursement for indirect costs.

#### G. Payment by Reimbursement

- 1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: <a href="http://www.fms.treas.gov/asap">http://www.fms.treas.gov/asap</a> Treasury Circular 1075 (31 CFR 205) requires that draw-downs to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs
- 2. Funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds, must be disbursed before requesting additional cash payments.

#### H. Payment Review

If a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed Standard Form (SF) 270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown or Challenge Cost Share Program Commitment Document, whichever is applicable. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

#### I. System for Award Management (SAM, <u>www.SAM.gov</u>)

Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, <a href="www.SAM.gov">www.SAM.gov</a>). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

#### 5. PERFORMANCE & FINANCIAL MONITORING

A. In accordance with 2 CFR 200.327 Financial Reporting and 200.328 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal

requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

- 1. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.
- 2. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if: (1) award recipients are properly accounting for the receipt and expenditures of federal funds; (2) expenditures are in compliance with federal requirements and award special conditions; and (3) proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

#### 6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial, performance, and (if applicable) youth employment status reporting is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

#### A. Annual Federal Financial Reports

1. Recipients of Federal financial assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or Standard Form (SF) 425 and SF425A - Attachment is the Office of Management and Budget (OMB) standard form used to report financial status. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all

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expenditures and obligations are for the purposes set forth in the agreement. The SF425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF425 forms with instructions are available on the Grants.gov web site, URL: http://www.grants.gov/web/grants/forms.html.

2. Annual Reporting. Financial status reports under this agreement must be submitted on an annual basis. Reporting periods and report due dates under this agreement shall be as follows:

#### **Reporting Period Dates**

Submit Reports By

Award Start Date through September 30, 2023\*.....December 31, 2023\* \*And each 12-Month period thereafter for the life of the agreement.

- 3. Annual financial reports are due by 90 Calendar days after the end of the reporting period. All reports must be submitted to the BLM through GrantSolutions.
- 4. At the end of the agreement, final SF425 financial reports are due by 120 Calendar days after the expiration, termination, and/or project completion, whichever comes first. All reports must be submitted to the BLM through GrantSolutions.

#### B. Annual Performance Reports

- 1. Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR, Subpart D, Section 200.328 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:
- a. Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 and 2 of this document).
- b. The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
  - c. Prediction of future activities and how they will be accomplished.
- d. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.
- e. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.

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- f. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- 2. Annual Reporting. Performance status reports under this agreement must be submitted on an annual basis. Reporting periods and report due dates under this agreement shall be as follows:

<u>Reporting Period Dates</u>
Award Start Date *through* September 30, 2023\*.....December 31, 2023\*

\*And each 12 Months thereafter for the life of the agreement.

- 3. Annual performance reports are due by 90 Calendar days after the end of the reporting period. All reports must be submitted to the BLM through GrantSolutions.
- 4. At the end of the agreement, final performance reports are due by 120 Calendar days after the expiration, termination, and/or project completion, whichever comes first. All reports must be submitted to the BLM through GrantSolutions.

#### 7. LIABILITY, INSURANCE, AND INDEMNIFICATION

- A. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.
  - B. Indemnification. The recipient hereby agrees:
- 1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.
- 2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).
- 3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.

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- 4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.
- 5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.
- C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
- D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

#### 8. BLM PROPERTY STANDARDS

A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, Sections 200.310 to 200.316, Property Standards.

#### C. Intangible Property.

- 1. Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).
- 2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- 3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37

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CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

- 4. The Federal government has the right to: (a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- D. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).
- E. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.
- F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, wood chippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

#### 9. KEY OFFICIALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

#### 10. GENERAL TERMS AND CONDITIONS

A. See the Bureau of Land Management's <u>"Financial Assistance Award Terms and Conditions"</u> for the administrative and national policy requirements applicable to BLM awards.

## B. <u>Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters</u>

- C. Program Legislation and/or Regulations:
- 1. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to <a href="http://www.doi.gov">http://www.doi.gov</a>, or its equivalent as provided by their organization or State law. For more information go to URL: <a href="https://www.doi.gov/scientificintegrity">https://www.doi.gov/scientificintegrity</a>.
- 3. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any

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legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

4. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

5. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR. Part 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) the recipient's project proposal.

#### 11. SPECIAL TERMS AND CONDITIONS

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

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

- D. Conflicts of Interest.
  - 1. Applicability.
- a. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

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b. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

#### 2. Requirements.

- a. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- b. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- c. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

#### 3. Notification.

- a. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- b. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- 4. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- 6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

#### 12. DEFINITIONS & ACRONYMS

Agency Review: If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative

Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.

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

BLM: Bureau of Land Management may, also be referred to as Bureau.

CFR: Code of Federal Regulations.

DOI: Department of the Interior.

FFR: Federal Financial Report or Standard Form (SF) 425.

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

Federal Award Date: The date when the Federal award is sign by the BLM Grants Management Officer

FY: Federal Fiscal Year which runs from October 1 through September 30 each year.

GMO: Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

GMS: Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.

NTE: Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.

OMB: The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL: <u>Circulars | The White House</u>.

PI: The BLM Project Inspector, the technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

PO: The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.

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Recipient: The organization and/or individual named in Box 5. of the "Grant and Cooperative Agreement" cover sheet.

RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.

#### 13. FULL TEXT TERMS AND CONDITIONS

#### 1. Department of Interior Conflict of Interest Term and Condition:

- a. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b. The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
- c. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

#### d. Definitions:

- (1) Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.
- (2) Close Personal Relationship means a Federal award program employee's childhood or other friend, sibling, or other family relations that may compromise or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.

- (3) Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.
  - (4) Employment means:
- (a) In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;
- (b) Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or
- (c) Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.
- (d) Non-Federal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
- (e) Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include Subrecipients.
- (f) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

#### 4. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (January 2015)

(a) Definitions. As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

- (1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
- (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
- (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,
- (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
- (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the

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Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

- (b) Executive Order Minimum Wage rate.
- (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.
- The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
- (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
- (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.
- (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

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- (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition-
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
- (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
- (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
  - (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
- (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-
- (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
- (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
- (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those

statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

- (e) Payroll Records.
- (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
  - (i) Name, address, and social security number;
  - (ii) The worker's occupation(s) or classification(s);
  - (iii) The rate or rates of wages paid;
  - (iv) The number of daily and weekly hours worked by each worker;
  - (v) Any deductions made; and
  - (vi) Total wages paid.
- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable
- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These

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disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

- (i) Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

#### END OF AGREEMENT

Rev. 06/22/2016

ATTEST: JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT AND COMPTROLLER	PALM BEACH COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Mayor  Date:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Shannon Fox Assistant County Attorney	By: Deborah Drum, Director Environmental Resources Management

BGEX 380 102822\*272 BGRV 380 102822\*071

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA

## BUDGET AMENDMENT Fund 1226 Natural Areas Fund

ACCOUNT NA	ME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED : BUDGET	ENCUMBERED / Expended	REMAINING BALANCE
REVENUES								***************************************
380-E235 Jupiter Inlet Tract/BLM	3139 - Fed Grnt Phys Envir	0	0	32,073	0	32,073		
TOTAL RECEIPTS & BALANCES		14,325,549	14,325,549	32,073	0	14,357,622		
EXPENDITURES								
380-E235 Jupiter Inlet Tract/BLM	3401- Other Contractual Services	0	0	32,073	0	32,073	0	32,073
TOTAL APPROPRIATIONS & EXP	PENDITURES	14,325,549	14,325,549	32,073	0	14,357,622		
	ental Resources nagement	Tehon	Signatures		1-21-22	BY BOARD	OF COUNTY COMM AT MEETING OF	IISSIONERS
	ARTMENT/DIVISION	ADU	11/3	23/22			December 20, 2022	
_	get Department Approval artment - Posted					Boar	Deputy Clerk to the d of County Commissi	oners

PBC Revenue Budget Document(BGRV) Dept: 380 ID: 10282200000000000071 Ver.: 1 Function: New Phase: Draft

Modified by jaiken , 11/22/2022

Revenue Budo	get		To	otal Lines: 1						ij
Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrea	ase E	vent Ty	pe	
2023	1226	380	E235	3139	\$32,073.00	Increase	В	<b>3</b> 25	Pa	ô
From 1 to 1 Total: 1						Sho	w Lines:	10 🕶	Export t	o CSV
Action: New	· · · · · · · · · · · · · · · · · · ·			Budget FY: 20	)23					
Event Type: BG25				Fiscal Year: 2	023					
Name:				Period:1						
Start Date:				Fund: 1226						
End Date:				Department:	380					
Dollar Amount: \$32	2,073.00			Unit: E235						
Increase/Decrease	: Increa	ase 🗸		Revenue: 313	9					
				Fed Grnt Othe	er Phys Envir					
				Contact:						
				Contact Nam	e:					
				Description:	BLM grant L22AC	00513 BCC 12/20/2	22 mtg			

House Bill Number: 23-0209

PBC Expense Budget Document(BGEX) Dept: 380 ID: 10282200000000000272 Ver.: 1 Function: New Phase: Draft

Modified by jaiken, 11/22/2022

Expense Budget	Total Lines: 1	! <u>=</u>
Budget FY Fund Department	Appr Unit Unit Object Dollar Amount Increase/Decrease Event Type	
2023 1226 380	380E235OA E235 3401 \$32,073.00 Increase BG03 🛅 🛅	Ì
From 1 to 1 Total: 1	Show Lines: 10 ➤ Export to C:	sv
Expense Budget		
Action: New	Budget FY: 2023	
Event Type: BG03	Fiscal Year: 2023	
Name:	Period:1	
Start Date:	Fund: 1226	
End Date:	Department: 380	
<b>Dollar Amount:</b> \$32,073.00	Appr Unit: 380E235OA	
Increase/Decrease: Increase ❤	Unit: E235	
	Object: 3401	
	Other Contractual Services *	
	Contact:	
	Contact Name:	
	Description: BLM grant L22AC00513 BCC 12/20/22 mtg	
	House Bill Number: 23-0209	
	Debt ID:	