

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 10, 2025                      Consent [X]                      Regular []  
Department: Water Utilities Department                      Public Hearing []

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: One (1) executed Standard Potable Water and Wastewater Development Agreements, one (1) Memorandum of Understanding Regarding Reclaimed Water Service Lake Discharge System, one (1) Amendment to Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement, one (1) Amendment to Non-Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement, for the months of January, February, and March 2025, and Amendment No. 2 to Agreement No. I0166 with the Department of Commerce.

- A) Standard Potable Water and Wastewater Development Agreement with KMF Boynton Beach LLC, SDA #05-11143-000 (District 5), Recorded in OR BK 35532 PG 1314.
- B) Memorandum of Understanding Regarding Reclaimed Water Service Lake Discharge System with Palm Beach County Parks and Recreation Department, MOU #09-90023-000 (District 5).
- C) Amendment to Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement with Mattamy Palm Beach LLC, SDA #02-01177-001 (District 3), Recorded in OR BK 35504 PG 1886.
- D) Amendment to Non-Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement with Signature Flight Support LLC, NSDA #01-01282-000 (District 2), Recorded in OR BK 35532 PG 1323.
- E) Amendment No. 2 to Agreement No. I0166 with the Department of Commerce.

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/ agreements/grants/ procurement items must be submitted by the initiating Department as a receive and file agenda item and attached unless the documents have been recorded in the Public Records of Palm Beach County. On February 8, 2022, the Board of County Commissioners (BCC) approved Agreement No. I0166 (R2022-0121) to implement the Western Region North Wastewater Treatment Facility (WRNWWTF) Electrical and Wet Weather Improvements project under the Community Development Block Grant - Mitigation (CDBG-MIT). As part of the approval, the BCC also authorized the County Administrator, or designee, to execute amendments, sub-recipient finding agreements, amendments thereto, and all other documents necessary for the implementation of the grant award that do not substantially change the scope of work, terms, or conditions of the forthcoming agreement. The Florida Department of Commerce required Amendment No. 2 to address the following: 1) Revised the name of the entity from Department of Economic Opportunity to Department of Commerce throughout the agreement and attachments; 2) Inserted language pertaining to E-Verify employment verification; 3) Replaced Attachment A, Project Description and Deliverables in its entirety; and 4) Revised and replaced Attachment G, Reports, Sections 3 and 6. The documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator in accordance with PPM CW-O-051 and CW-F-003 and Director of the Palm Beach County Water Utilities Department (PBCWUD) in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the BCC to receive and file. Districts 2, 3, 5 & 6 (MWJ)

Background and Justification (Continued on page 3)

Attachments:

- 1. Two (2) Memorandum of Understanding Regarding Reclaimed Water Service - Lake Discharge System - Broward County Reclaimed
- 2. Two (2) Amendment No. 2 to Agreement No. I0166

Recommended By: Ali Bayart                      5/2/2025  
Department Director                      Date  
Approved By: Del J. Blum                      5/20/25  
Assistant County Administrator                      Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<b><u>(\$91,573)</u></b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<b><u>(\$91,573)</u></b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No.:** Fund 4000 Dept 720 Unit 4200 Object 6992

Is Item Included in Current Budget? Yes X No       

Is this item using Federal Funds? Yes X No       

Is this item using State Funds? Yes \_\_\_\_\_ No X

Reporting Category **N/A**


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

Mandatory Agreement Payment has been paid in full and service installation fees will be paid at the time of connection.

**C. Department Fiscal Review:**

### III. REVIEW COMMENTS

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

  
 OFMB

Contract Development and Control 5/8/25

**B. Legal Sufficiency:**

 5/14/25  
Assistant County Attorney

**C. Other Department Review:**

Department Director

This summary is not to be used as a basis for payment.

**Background and Justification:** PBCWUD's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the PBCWUD Uniform Policies and Procedures Manual. The BCC delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539). The Department of Commerce is the governor-designated state authority responsible for administering all (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) and CDBG-MIT funds awarded to the state. The work completed under this grant at WRNWWTF will support long-term mitigation efforts against severe storms in the future.

- A) Standard Potable Water and Wastewater Development Agreement with KMF Boynton Beach LLC, SDA #05-11143-000 (District 5), Recorded in OR BK 35532 PG 1314. This Agreement authorizes the Property Owner located on the east side of Hagen Ranch Road and Valencia Lakes Way, 134.00 Equivalent Residential Connections (ERC's) for both water and wastewater for five (5) years.
- B) Memorandum of Understanding Regarding Reclaimed Water Service Lake Discharge System with Palm Beach County Parks and Recreation Department, MOU #09-90023-000 (District 5). This Memorandum of Understanding authorizes the Property Owner located on the Osprey Point Golf Course, located within the Burt Aaronson South County Regional Park, to lake discharge access of reclaimed water for irrigation purposes.
- C) Amendment to Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement with Mattamy Palm Beach LLC, SDA #02-01177-001 (District 3), Recorded in OR BK 35504 PG 1886. This Agreement authorizes the Property Owner located on the southeast corner of Lake Worth Road and Lucerne Lakes Boulevard, 3.40 ERC's for both water and wastewater for five (5) years.
- D) Amendment to Non-Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement with Signature Flight Support LLC, NSDA #01-01282-000 (District 2), Recorded in OR BK 35532 PG 1323. This Agreement authorizes the Property Owner located on the east side of Military Trail, south of Belvedere Road, 12.50 ERC's for both water and wastewater for five (5) years.
- E) Amendment No. 2 to Agreement No. 10166 with the Department of Commerce.

**MEMORANDUM OF UNDERSTANDING REGARDING RECLAIMED WATER  
SERVICE – LAKE DISCHARGE SYSTEM – BROWARD COUNTY RECLAIMED**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** made and entered into this 7 day of March, 2025, by and between the **Palm Beach County Water Utilities Department** (hereinafter referred to as "Utility"), and **Palm Beach County Parks and Recreation**, (hereinafter referred to as "Parks").

**WHEREAS**, Parks operates the property set forth in **Exhibit "A"** which is attached hereto and incorporated herein (hereinafter referred to as "Property"); and

**WHEREAS**, Parks desires to allow the County to discharge Reclaimed Water into On-Site Stormwater Retention Lakes for irrigation purposes; and

**WHEREAS**, upon the conditions set forth herein, Utility will own and maintain the Reclaimed Water facilities up to the Point of Service and Parks will own and/or maintain the Irrigation System on the Property from the Point of Service; and

**WHEREAS**, Parks shall use Reclaimed Water for landscape irrigation purposes only; and

**WHEREAS**, to encourage and facilitate conservation of water resources, the parties desire to enter into this MOU.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Parks and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this MOU and apply unless the context indicates a different meaning:
  - (a) "UPAP" – the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Except to the extent inconsistent herewith, said document controls the terms of this MOU.
  - (b) "Service" – the readiness and ability on the part of Utility to furnish Reclaimed Water to the Property.
  - (c) "Point(s) of Service" – the point where the Reclaimed Water exits the Utility System and is discharged into the On-Site Stormwater Retention Lakes(s).
  - (d) "Lake Discharge Irrigation System" – an Irrigation System in which the Reclaimed Water supplied by Utility is discharged under controlled conditions into On-Site Stormwater Retention Lakes.
  - (e) "On-Property Utility Facilities" – Reclaimed Water facilities located on the Property which are required to be constructed to connect the Utility System with the Irrigation System.

**MOU # 09-90023-000**

- (f) "Utility System" – The Reclaimed Water facilities owned and operated by Utility. The Utility System shall include the On-Property Utility Facilities following completion of construction of same by Utility.
  - (g) "Service Initiation" – the date Reclaimed Water is supplied by Utility for its intended use by Parks.
  - (h) "Reclaimed Water" – water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a wastewater treatment facility.
  - (i) "Irrigation System" - a network of pipes, pumping facilities, storage facilities, sprinkler heads, On-Site Stormwater Retention Lake(s), and other bodies of water, and appurtenances on Parks's side of the Point of Service designed to convey and apply Reclaimed Water for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Parks (i.e., lakes and other bodies of water), said components are still considered part of the Irrigation System for purposes of this MOU.
  - (j) "On-Site Stormwater Retention Lakes" – a body or bodies of water designed to collect, store and/or convey stormwater.
3. Utility shall be responsible for creating engineering plans and specifications prepared and sealed by a professional engineer registered in the State of Florida showing the On-Property Utility Facilities.

Utility shall construct, at Utility's expense, the On-Property Utility Facilities, as shown on the plans and specifications.

During the installation of the On-Property Utility Facilities, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the On-Property Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP.

Utility shall own and maintain the On-Property Utility Facilities upon completion of installation of same.

Subsequent to construction of the On-Property Utility Facilities and prior to Service Initiation, Parks shall cause a Reservation of Easement to be recorded on the Property for the purpose of constructing, maintaining, repairing, replacing and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by Parks, then Parks shall be responsible for acquiring an easement(s) from the property owner(s) to Utility for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. All On-Property Utility Facilities shall be located within an easement if not located within platted or dedicated rights-of-way. The reservation of utility easements referenced above shall be recorded in the Palm

Beach County Public Records for the purpose of perfecting the grant of the easement set forth therein.

4. Utility's performance under this MOU is specifically contingent upon Utility's acquisition of a National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP) for discharge into On-Site Stormwater Retention Lake(s). Utility does not guarantee that the NPDES permit will be issued, and Parks shall not be required to perform any work or incur any costs prior to Utility's acquisition of the NPDES permit. However, to the extent that Parks chooses to perform any work or incur any costs prior to Utility's acquisition of the NPDES permit, said work/costs shall be at Park's own risk. Utility will provide notice of said permit issuance to Parks. Utility shall confirm with the governing drainage district(s) that discharge of Reclaimed Water into On-Site Stormwater Retention Lake(s) is permitted. Parks shall comply with all permit conditions set forth in the NPDES permit. Parks shall be responsible for the design, construction, modification and operation of the Irrigation System, and shall be responsible for ensuring that the Irrigation System is designed, constructed, modified and operated in accordance with rules and regulations of the Health Department, the FDEP, the South Florida Water Management District, (SFWMD) the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other entity with jurisdiction over usage of Reclaimed Water. As set forth in Section 15 below, and as applicable, prior to Service Initiation, and annually thereafter, Parks shall provide Utility a written confirmation of notice to all non-County property owners if any, utilizing the Irrigation System that Reclaimed Water will be utilized in the Irrigation System. Upon the accomplishment of all the prerequisites contained in this MOU to be performed by Parks, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any Required Utility Facilities) in accordance with the terms and intent of this MOU.
5. Parks hereby requests and Utility agrees to provide to Parks via a Lake Discharge System a maximum annual flow of 179.5 million gallons of Reclaimed Water subject to a maximum monthly flow of 25.12 million gallons. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service nor does the Utility guarantee any minimum water level at the On-site Stormwater Retention Lake(s). The flow amounts are subject to any usage/withdrawal restrictions imposed by the SFWMD, FDEP, or any other authority with jurisdiction over water use on the Property. Utility may modify and vary the flow rate of Reclaimed Water at the Point of Service while maintaining the maximum monthly flow rate during those months in which such flow is needed. Utility shall install two methods for control of discharges: 1) an automatic float-controlled shut-off valve assembly that includes flow meter, pressure and level transducer, and control valve; and 2) electronic controls (Remote Terminal Unit – RTU) and telemetry (radio and antenna) co-located with the Parks' existing irrigation supply system to ensure that discharges from the Reclaimed Water system match the irrigation withdrawals 1 for 1 and do not exceed the amount being pumped from the On-Site Stormwater Retention Lake(s) for irrigation of the golf course. . The float elevation shall be in accordance with permit conditions set by FDEP and shall automatically shut off the flow of Reclaimed Water in order to avoid violations of said permit conditions. Each party shall be responsible for complying with all applicable permit conditions. Parks shall be responsible for monitoring daily On-Site Stormwater Retention Lake(s) water levels to ensure Reclaimed Water is not discharging out of said Lake(s). It is acknowledged by the parties that the Reclaimed Water provided under this MOU is provided to the Utility from Broward County pursuant to that Interlocal Agreement between Palm Beach County and Broward County Related to the Construction, Ownership, Maintenance, and Operation of a Regional Reclaimed Water System dated April 5, 2016 (County Resolution No. R2016-0470), as amended by that

First Amendment dated August 15, 2017 (County Resolution No. R2017-1052) collectively, the "Interlocal Agreement", and as may be further amended. The Utility will use its best efforts to ensure that the Reclaimed Water provided pursuant to the Interlocal Agreement meets the water quality requirements set forth therein, and may curtail the provision of Reclaimed Water under this MOU where the water quality requirements of the Interlocal Agreement are not met.

6. Any modifications to the Irrigation System which change the footprint of the area utilizing the Irrigation System must be approved by Utility. Any change or modification to the level control system for the On-Site Stormwater Retention Lake which receives reclaimed water, including overflow weirs/bleeders, must be approved in advance by Utility.
7. Parks shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by Parks of all fees and charges in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of all terms and conditions of this MOU.
8. Notwithstanding any provision in this MOU, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of Reclaimed Water Service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Parks or customers located upon the Property shall be identical to fees charged for the same classification or service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Parks, upon any other entity holding by, through or under Parks, and upon any customer of the Reclaimed Water Service provided to the Property by Utility.
9. Parks or its assignee shall not have the right to and shall not connect to the Utility System until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Parks or other than Utility. In addition, Parks or its Assignee agrees to comply with all rules and regulations of the UPAP, Department of Health, and DEP pertaining to the Irrigation System. The Reclaimed Water provided under this MOU shall be used for landscape irrigation purposes only and solely on the Property shown in Exhibit "A". Parks shall not permit the flow of Reclaimed Water into any adjoining property whatsoever.
10. This MOU is not assignable.
11. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Parks, shall be mailed or delivered to Parks at:

**Palm Beach County Parks and Recreation  
2700 6<sup>th</sup> Ave S.  
Lake Worth, FL 33461**

And if to Utility, shall be mailed or delivered at:

**Palm Beach County Water Utilities Department  
Contract Management Section  
8100 Forest Hill Boulevard**

**West Palm Beach, FL 33413**


12. Unless Parks is requesting additional capacity for the Property described in **Exhibit "A"**, this MOU shall supersede, null and void all previous agreements or representations, either verbal or written, heretofore in effect between Parks and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Parks and Utility.
13. No additions, alterations, or variations of terms of this MOU shall be valid, nor can provisions of this MOU be waived by either party, unless such additions, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto.
14. Utility shall have the right to terminate Reclaimed Water Service in the event of noncompliance by Parks with any of the conditions of this MOU.
15. In accordance with Sections 622-610.870(3)(g) and 62-610.468(6), Florida Administrative Code (F.A.C.), Utility is required to implement a public notification program related to the use of Reclaimed Water pursuant to Part III of Section 62-610, F.A.C. As part of Utility's public notification program, Parks shall be responsible for providing notice of the use of Reclaimed Water to all property owners, renters, lessees, or other users (collectively, the "Notice Parties") within the area in which Parks distributes Reclaimed Water. The notice shall include information about the origin, nature, and characteristics of Reclaimed Water; the manner in which Reclaimed Water can be safely used; and limitations on the use of Reclaimed Water. Parks shall provide said notice via newsletters or other materials sent to the Notice Parties upon initial connection to Utility's Reclaimed Water system and at least once in every calendar year thereafter. Parks shall provide Utility a written confirmation of notice to all property owners or subsequent proof that said notification was accomplished to Utility on an annual basis. A copy of the notification may be attached to Utility's Annual Reuse Report provided to the Florida Department of Environmental Protection.
16. In accordance with Sections 62-610.468(4) and 62-610.468(5), Florida Administrative Code (F.A.C.), Utility shall provide advisory signs to Parks upon request. Parks shall be responsible for the installation and maintenance of advisory signs within the area in which Parks distributes Reclaimed Water.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**




IN WITNESS WHEREOF, Parks and Utility have executed or have caused this MOU, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this MOU.

PARKS:

  
Jennifer Cirillo  
Director, PBC Parks and Recreation

UTILITY:

  
Ali Bayat  
Director, PBC Water Utilities Department

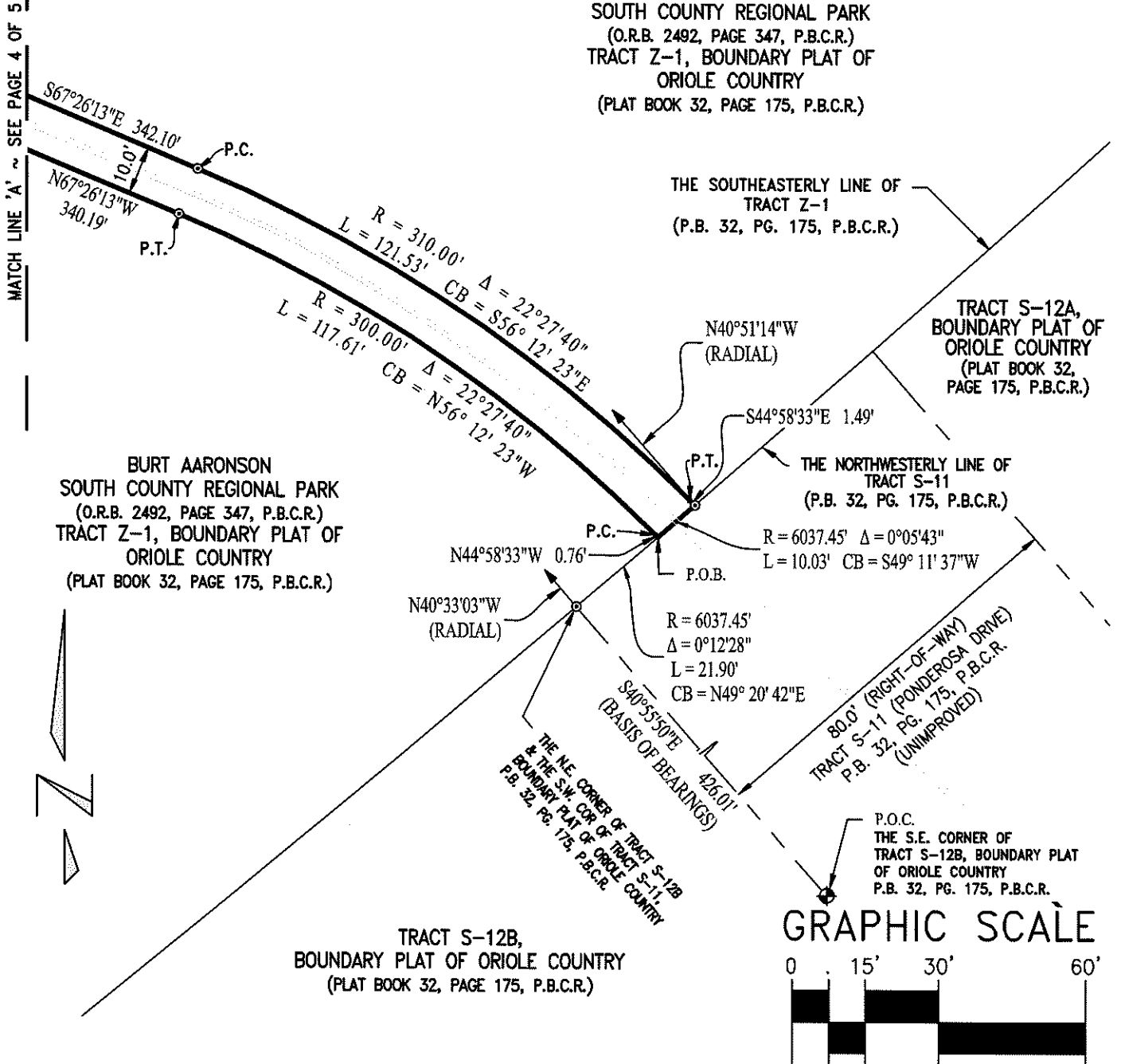
**EXHIBIT “A”**

**LEGAL DESCRIPTION**

EXHIBIT "A"

A PORTION OF BURT AARONSON SOUTH COUNTY  
REGIONAL PARK (O.R.B. 2492, PAGE 347, P.B.C.R.) &  
A PORTION OF TRACTS Z-1 & Z-3 BOUNDARY PLAT  
OF ORIOLE COUNTRY (P.B. 32, PG. 175, P.B.C.R.) &  
A PORTION OF THE PLATTED ROAD  
(P.B. 1, PG. 102, P.B.C.R.)

BURT AARONSON  
SOUTH COUNTY REGIONAL PARK  
(O.R.B. 2492, PAGE 347, P.B.C.R.)  
TRACT Z-1, BOUNDARY PLAT OF  
ORIOLE COUNTRY  
(PLAT BOOK 32, PAGE 175, P.B.C.R.)



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:  
PALM BEACH COUNTY WATER UTILITIES DEPT.

PALM BEACH COUNTY UTILITY EASEMENT

DRAWN: SFB	DATE: 10/18/23	SCALE: 1" = 30'
CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 3 OF 5

P:\17-1166 WUD CD09 Reclaimed Water Phase 1A\KA DWG\XSV-171166B Burt Aaronson Park UE.dwg Friday, October 20, 2023 1:40:42 PM

EXHIBIT "A"

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BURT AARONSON SOUTH COUNTY  
REGIONAL PARK  
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BURT AARONSON SOUTH COUNTY  
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MATCH LINE 'B' ~ SEE PAGE 5 OF 5

30.0' PLATTED  
ROAD  
(P.B. 1, PG. 102,  
P.B.C.R.)

(UNIMPROVED)

S67°26'13"E 342.10'

N67°26'13"W 340.19'

10.0'

BURT AARONSON SOUTH COUNTY  
REGIONAL PARK  
(O.R.B. 2492, PAGE 347, P.B.C.R.)  
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30.0' PLATTED  
ROAD  
(P.B. 1, PG. 102,  
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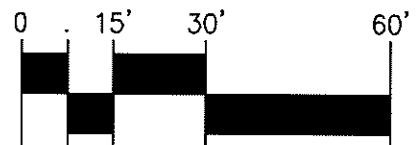
(UNIMPROVED)

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TRACT Z-1, BOUNDARY PLAT OF  
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MATCH LINE 'A' ~ SEE PAGE 3 OF 5



GRAPHIC SCALE



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:  
PALM BEACH COUNTY WATER UTILITIES DEPT.

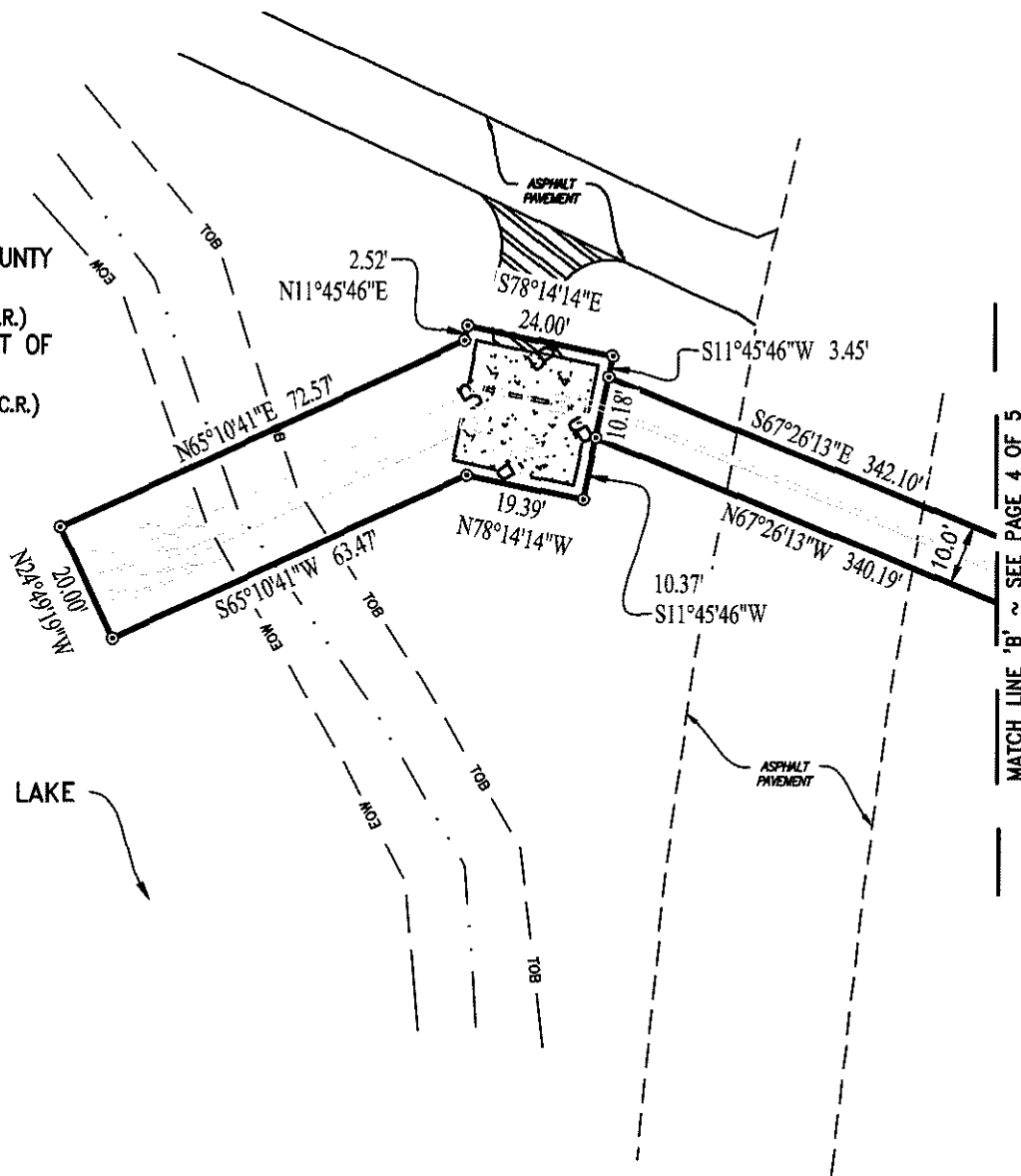
PALM BEACH COUNTY UTILITY EASEMENT

DRAWN: SFB	DATE: 10/18/23	SCALE: 1" = 30'
CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 4 OF 5

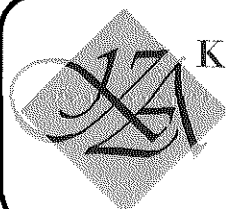
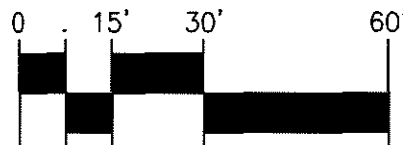
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GRAPHIC SCALE



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PALM BEACH COUNTY UTILITY EASEMENT

DRAWN: SFB	DATE: 10/18/23	SCALE: 1" = 30'
CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 5 OF 5

P:\17-1166 WUD CD09 Reclaimed Water Phase 1A\KA DWC\XSV-171166B Burt Aaronson Park UE.dwg Wednesday, November 15, 2023 3:07:54 PM

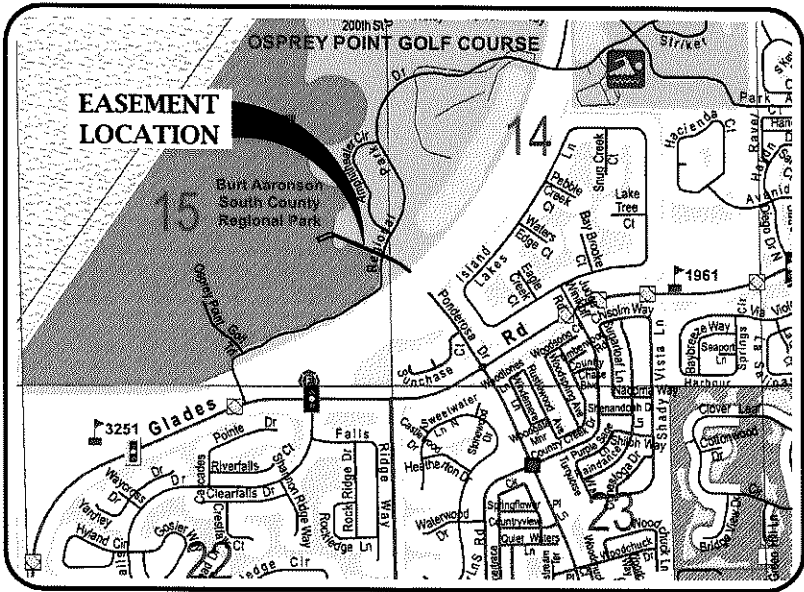


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SURVEYORS' NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. BEARINGS AND STATE PLANE COORDINATES SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90) OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRAVERSE MERCATOR PROJECTION), EAST ZONE. THE EASTERLY MOST LINE FOR TRACT S-12B AS SHOWN ON THE BOUNDARY PLAT OF ORIOLE COUNTRY, RECORDED IN P.B. 32, PAGE 175, PUBLIC RECORDS, WAS DETERMINED TO BEAR NORTH 40°55'50" WEST AS SHOWN HEREON AND ALL OTHER BEARINGS SHOWN HERON ARE RELATED THERETO.
6. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ITS AUTHENTICATED DIGITAL EQUIVALENT OF A LICENSED SURVEYOR AND MAPPER, EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.

LEGEND

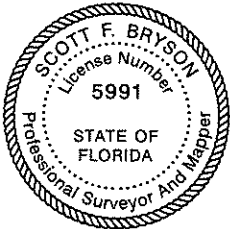
- C/L = CENTERLINE  
D.E. = DRAINAGE EASEMENT  
LB = LICENSED BUSINESS  
LS = LICENSED SURVEYOR  
ORB = OFFICIAL RECORD BOOK  
PB = PLAT BOOK  
P.B.C.R. = PALM BEACH COUNTY RECORDS  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
POT = POINT OF TERMINUS  
ROW = RIGHT-OF-WAY  
U.E. = UTILITY EASEMENT  
Δ = DELTA ANGLE  
R = RADIUS  
L = ARC LENGTH  
C = CHORD LENGTH  
CB = CHORD BEARING

DATE OF LEGAL DESCRIPTION: NOVEMBER 15, 2023

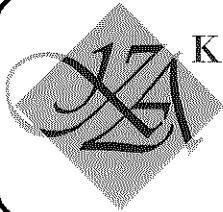
KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson

SCOTT F. BRYSON  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE No.: 5991



Digitally signed  
by Scott F Bryson  
Date: 2023.11.15  
15:10:11 -05'00'



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors  
711 North Dixie Highway, Suite 201  
West Palm Beach, Florida 33401  
Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:  
PALM BEACH COUNTY WATER UTILITIES DEPT.

PALM BEACH COUNTY UTILITY EASEMENT

DRAWN: SFB	DATE: 11/15/23	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 1 OF 5

P:\17-1166 WUD CD09 Reclaimed Water Phase 1A\KA DWG\XSV-171166B Burt Aaronson Park UE.dwg Wednesday, November 15, 2023 3:07:56 PM

EXHIBIT "A"

A PORTION OF BURT AARONSON SOUTH COUNTY  
REGIONAL PARK (O.R.B. 2492, PAGE 347, P.B.C.R.) &  
A PORTION OF TRACTS Z-1 & Z-3 BOUNDARY PLAT  
OF ORIOLE COUNTRY (P.B. 32, PG. 175, P.B.C.R.) &  
A PORTION OF THE PLATTED ROAD  
(P.B. 1, PG. 102, P.B.C.R.)

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 2 IN PALM BEACH COUNTY, FLORIDA, PLAT BOOK 1, PAGE 102, A PORTION OF TRACTS Z-1 AND Z-3, BOUNDARY PLAT OF ORIOLE COUNTRY, PLAT BOOK 32, PAGE 175, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 2492, PAGE 347, ALL OF THE ABOVE AS RECORDED IN AND FOR THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA WITH ALL OF THE ABOVE PORTIONS LYING AND BEING IN SECTIONS 14 AND 15, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND THE SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF TRACT S-12B, AS SHOWN ON THE SAID BOUNDARY PLAT OF ORIOLE COUNTRY; THENCE NORTH 40°55'50" WEST ALONG THE EASTERLY MOST LINE OF SAID TRACT S-12B, THE SAID EASTERLY LINE ALSO BEING THE SOUTHWEST LINE OF TRACT S-11 AS SHOWN ON THE SAID BOUNDARY PLAT OF ORIOLE COUNTRY, A DISTANCE OF 426.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT S-12B AND THE SOUTHWEST CORNER OF TRACT S-11 AS SHOWN ON THE SAID BOUNDARY PLAT OF ORIOLE COUNTRY, THE SAID NORTHEAST AND SOUTHWEST CORNER ALSO BEING A POINT ON A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 6037.45 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 40°33'03" WEST AND A CHORD THAT BEARS NORTH 49°20'42" EAST FROM THE SAID NORTHEAST AND SOUTHWEST TRACT CORNERS; THENCE EASTERLY ALONG THE NORTHWESTERLY LINE OF SAID TRACT S-11, THE SOUTHEASTERLY LINE OF SAID TRACT Z-1 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'28" A DISTANCE OF 21.90 FEET TO THE POINT OF BEGINNING FOR THE HEREIN BELOW DESCRIBED PARCEL OF LAND;

THENCE DEPARTING THE SAID NORTHWESTERLY LINE OF SAID TRACT S-11, THE SOUTHEASTERLY LINE OF SAID TRACT Z-1 AND THE ARC OF SAID CURVE AND ALONG A NON-TANGENT LINE THAT BEARS NORTH 44°58'33" WEST, A DISTANCE OF 0.76 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 45°01'27" WEST AND A CHORD THAT BEARS NORTH 56°12'23" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°27'40" A DISTANCE OF 117.61 FEET TO A POINT ON A TANGENT LINE; THENCE NORTH 67°26'13" WEST, ALONG THE SAID TANGENT LINE, A DISTANCE OF 340.19 FEET; THENCE SOUTH 11°45'46" WEST, DEPARTING THE SAID TANGENT LINE, A DISTANCE OF 10.37 FEET; THENCE NORTH 78°14'14" WEST, A DISTANCE OF 19.39 FEET; THENCE SOUTH 65°10'41" WEST, A DISTANCE OF 63.47 FEET; THENCE NORTH 24°49'19" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 65°10'41" EAST, A DISTANCE OF 72.57 FEET; THENCE NORTH 11°45'46" EAST, A DISTANCE OF 2.52 FEET; THENCE SOUTH 78°14'14" EAST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 11°45'46" WEST, A DISTANCE OF 3.45 FEET; THENCE SOUTH 67°26'13" EAST, A DISTANCE OF 342.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 22°33'47" WEST AND A CHORD THAT BEARS SOUTH 56°12'23" EAST; THENCE EASTERLY ALONG THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 22°27'40" A DISTANCE OF 121.53 FEET TO A POINT ON A TANGENT LINE; THENCE SOUTH 44°58'33" EAST, ALONG THE SAID TANGENT LINE, A DISTANCE OF 1.49 FEET TO A POINT ON CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 6037.45 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 40°51'14" WEST AND A CHORD THAT BEARS SOUTH 49°11'37" WEST, THE SAID POINT ON CURVE IS LYING AND BEING ON THE SOUTHEASTERLY LINE OF TRACT Z-1 AND THE NORTHWESTERLY LINE OF TRACT S-11; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°05'43", A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 6,505.308 SQUARE FEET AND / OR 0.149 ACRES, MORE OR LESS.



KESHAVARZ & ASSOCIATES

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DESCRIPTION & SKETCH PREPARED FOR:		
PALM BEACH COUNTY WATER UTILITIES DEPT.		
PALM BEACH COUNTY UTILITY EASEMENT		
DRAWN: SFB	DATE: 11/15/23	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 2 OF 5

EXHIBIT "A"

A PORTION OF BURT AARONSON SOUTH COUNTY  
REGIONAL PARK (O.R.B. 2492, PAGE 347, P.B.C.R.) &  
A PORTION OF TRACTS Z-1 & Z-3 BOUNDARY PLAT  
OF ORIOLE COUNTRY (P.B. 32, PG. 175, P.B.C.R.) &  
A PORTION OF THE PLATTED ROAD  
(P.B. 1, PG. 102, P.B.C.R.)

BURT AARONSON  
SOUTH COUNTY REGIONAL PARK  
(O.R.B. 2492, PAGE 347, P.B.C.R.)  
TRACT Z-1, BOUNDARY PLAT OF  
ORIOLE COUNTRY  
(PLAT BOOK 32, PAGE 175, P.B.C.R.)

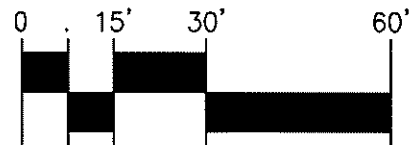
THE SOUTHEASTERLY LINE OF  
TRACT Z-1  
(P.B. 32, PG. 175, P.B.C.R.)

TRACT S-12A,  
BOUNDARY PLAT OF  
ORIOLE COUNTRY  
(PLAT BOOK 32,  
PAGE 175, P.B.C.R.)

BURT AARONSON  
SOUTH COUNTY REGIONAL PARK  
(O.R.B. 2492, PAGE 347, P.B.C.R.)  
TRACT Z-1, BOUNDARY PLAT OF  
ORIOLE COUNTRY  
(PLAT BOOK 32, PAGE 175, P.B.C.R.)

TRACT S-12B,  
BOUNDARY PLAT OF ORIOLE COUNTRY  
(PLAT BOOK 32, PAGE 175, P.B.C.R.)

GRAPHIC SCALE



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors  
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Tel: (561) 689-8600 Fax: (561) 689-7476

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PALM BEACH COUNTY UTILITY EASEMENT

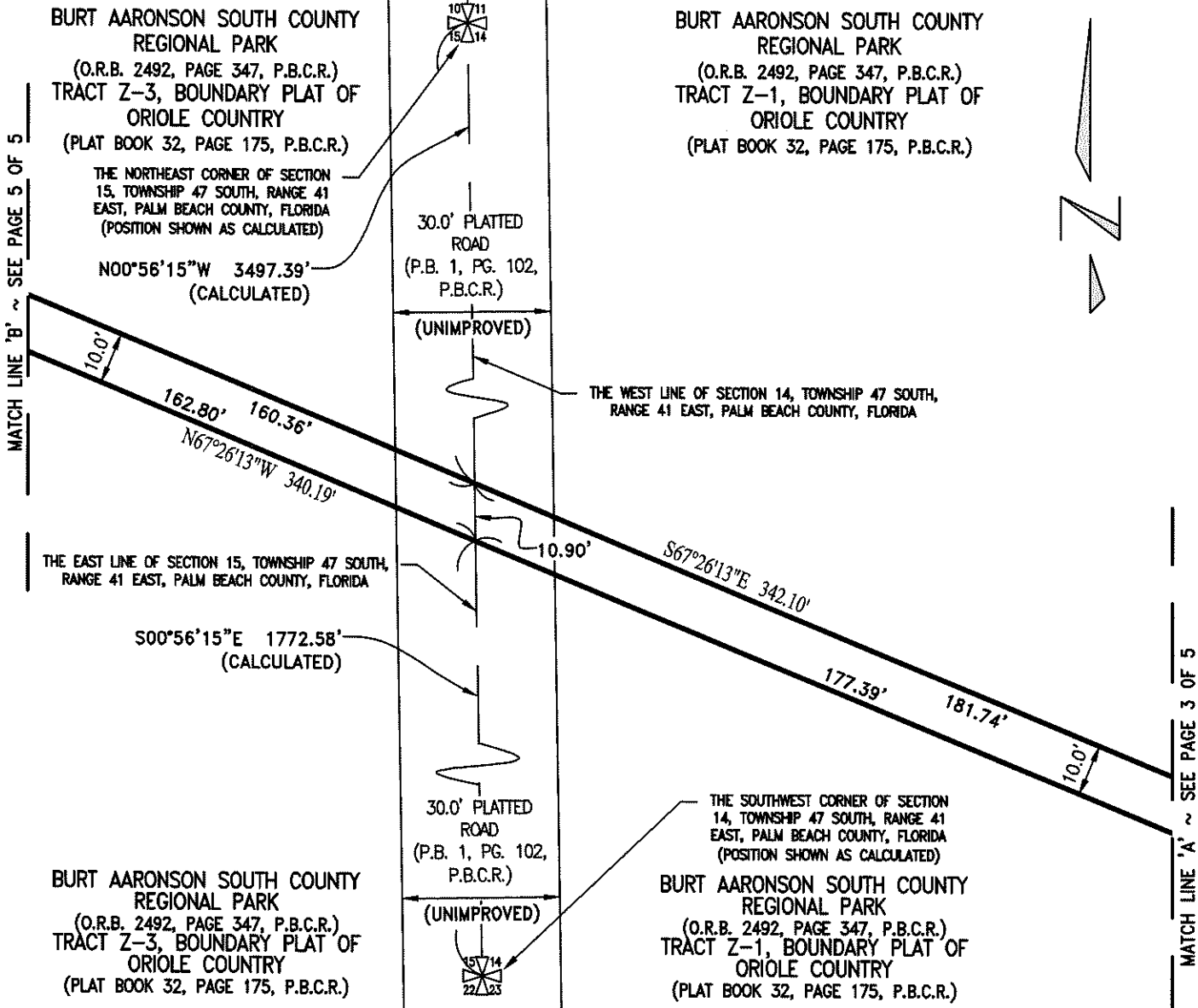
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CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 3 OF 5



P:\17-1166 WUD CD09 Reclaimed Water Phase 1A\KA DWG\XSV-171166B Burt Aaronson Park UE.dwg Wednesday, November 15, 2023 3:08:06 PM

EXHIBIT "A"

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Civil Engineers • Land Surveyors  
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Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR: PALM BEACH COUNTY WATER UTILITIES DEPT.		
PALM BEACH COUNTY UTILITY EASEMENT		
DRAWN: SFB	DATE: 11/15/23	SCALE: 1" = 30'
CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 4 OF 5

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EXHIBIT "A"

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A PORTION OF THE PLATTED ROAD  
(P.B. 1, PG. 102, P.B.C.R.)

BURT AARONSON SOUTH COUNTY  
REGIONAL PARK  
(O.R.B. 2492, PAGE 347, P.B.C.R.)  
TRACT Z-3, BOUNDARY PLAT OF  
ORIOLE COUNTRY  
(PLAT BOOK 32, PAGE 175, P.B.C.R.)

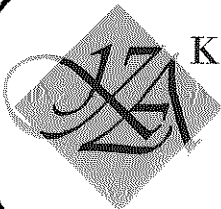
EXISTING LAKE

ASPHALT  
PAVEMENT

ASPHALT  
PAVEMENT

MATCH LINE 'B' ~ SEE PAGE 4 OF 5

GRAPHIC SCALE



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PALM BEACH COUNTY UTILITY EASEMENT

DRAWN: SFB	DATE: 11/15/23	SCALE: 1" = 30'
CHECKED: SFB	PROJECT No: 17-1166	DWG No: A17-1166B
APPROVED: SFB		SHEET No: 5 OF 5

**AMENDMENT TWO  
TO THE FEDERALLY FUNDED  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MITIGATION PROGRAM (CDBG-MIT)  
SUBRECIPIENT AGREEMENT**

On **March 21, 2022**, the State of Florida, Department of Commerce ("Commerce"), formerly known as the Florida Department of Economic Opportunity, and **Palm Beach County Board of County Commissioners** ("Grantee") entered into agreement **I0166** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

**WHEREAS**, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

**WHEREAS** the Agreement was amended on **December 14, 2022**; and

**WHEREAS** the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:


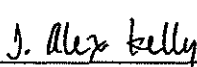
1. On July 1, 2023, the Florida Department of Economic Opportunity will be renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce".
2. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:
  - A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
  - B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
    - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
    - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

- C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
3. **Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached Attachment A.
4. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:
3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.
- Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).
5. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:
6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR 75.25(b).
- Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.
6. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

**Remainder Left Intentionally Blank**

Commerce Agreement Number: I0166

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number I0166, as amended. This Amendment is effective on the date the last Party signs this Amendment.

PALM BEACH COUNTY BOCC	FLORIDA DEPARTMENT OF COMMERCE
SIGNED: 	SIGNED: 
VERDENIA C. BAKER	J. ALEX KELLY
COUNTY ADMINISTRATOR	SECRETARY
DATE: 2/27/2025	DATE: 3/30/2025

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.


OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE

By: Ryan Bourgoin

Approved Date: 3/28/2025

**Palm Beach County Board of County Commissioners**

**SIGNED:**

  
Authorized Representative: **Verdenia C. Baker, County Administrator**

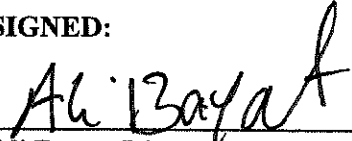
DATE: 2/27/25

**APPROVED AS TO FORM AND LEGAL SUFFIENCY**

**SIGNED:**

  
Digitally signed by Michael W. Jones  
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=CATT, OU=Users, CN=Michael W. Jones, E=MJones@pbc.gov  
Reason: I am the author of this document  
Date: 2025.02.24 (2:17:19-0500)  
EnSI PDF Reader Version: 12.0.1  
**Michael W. Jones, Chief Assistant County Attorney**

**SIGNED:**

  
**Ali Bayat, Director of Water Utilities Department**

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Commerce (Commerce) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD’s Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

In February 2021, HUD announced an additional \$46,900,000 in federal mitigation funding for Florida communities that experienced a major disaster in 2018, raising the total CDBG-MIT allocation to \$680,385,000. (86 FR 561).

This award has been granted under the **Critical Facility Hardening Program**. Projects eligible for funding under this program must harden critical buildings that serve a public safety purpose for local communities. Critical buildings include:

- 1. Potable water facilities
- 2. Wastewater facilities
- 3. Police departments
- 4. Fire departments
- 5. Hospitals
- 6. Emergency operation centers
- 7. Emergency shelters

2. PROJECT DESCRIPTION:

The County of Palm Beach, Florida (Subrecipient) has been awarded **\$2,710,00.00** in CDBG-MIT funding to implement the Western Region North Wastewater Treatment Facility Electrical and Wet Weather Improvements project. The facility is located at 1001 Rim Canal Road, Pahokee, Florida and provides wastewater treatment services for the City of Pahokee and adjacent communities. The project consists of electrical system upgrades and wet weather improvements intended to mitigate risk of power failure at the facility and wastewater overflow that currently occurs at the facility during severe storms, both of which can disrupt effective wastewater treatment services. Specifically, the project will accomplish the following mitigation activities for electrical system upgrades:

- Remove electrical equipment in Blower House No. 2 and No. 3;
- Re-feed new electrical equipment to Blower House No. 3;
- Install new electrical equipment including a new 500kw diesel generator with an outdoor enclosure, automatic transfer switch in Blower House No. 3; and
- Install new electrical panels and other distribution equipment.

The new generator and associated electrical equipment shall be elevated above the Base Flood Elevation in accordance with 84 FR 45838. The wet weather improvements will address overflow during peak events and severe storms through the following activities:

- Tap into the 16" line between the primary clarifiers and aeration basin to provide a bypass;
- Install an electrically operated plug valve for diversion control;
- Replace and increase the capacity of the secondary clarifiers influent line; and
- Lower the weir elevation in the effluent pump station.

Palm Beach County Board of County Commissioners will obtain all required local, state, and federal permits for the work and will ensure the project is designed according to applicable CDBG-MIT codes and standards. The project has an estimated period of performance of 48 months.

No leveraged funds will be used for the project.

This project satisfies the Low-to-Moderate Income (LMI) National Objectives requirements with a service area LMI of over 51%.

### 3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the agreement:
  1. Organizational chart with contact information.
  2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
  3. Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
  4. Attachment C, Activity Work Plan – Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
  - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.



- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

#### **4. ELIGIBLE TASKS AND DELIVERABLES:**

##### **A. Deliverable 1 -- Construction**

- A. Site preparation at Blower House No. 3, including disconnection and removal of existing generator, rerouting overhead conduits, and preparation for new electrical equipment. Demolished generator and other electrical equipment shall be properly disposed of in accordance with local, state, and federal requirements. Submit photographs and disposal certifications to Commerce.
- B. Purchase a new generator in accordance with specifications provided in design plans and deliver generator to the project site. Perform a visual inspection to verify the materials are in good condition and are in accordance with contract documents.
- C. Install the new generator, lug box, and concrete duct bank in accordance with design documents. Install new electrical switchgear in Blower House No. 3. All new electrical equipment must be elevated in accordance with 84 FR 45838, if placed in the Special Flood Hazard Area. Complete generator startup and testing. Provide certificate of proper installation and startup and testing reports to certify that the generator has been installed in accordance with contract documents and operates as intended.
- D. Purchase two new motor control centers and six new electrical panels and deliver to the project site. Submit photographs of delivered equipment to Commerce.
- E. Install new motor control centers and electrical panels including associated miscellaneous equipment, conduit, and conductors. Reconnect existing equipment to new control centers and panels, and complete startup and testing in accordance with contract documents. Provide certificate of proper installation and startup and testing reports to Commerce.
- F. Purchase and deliver to site an approximately 15-foot length of 16-inch Mixed Liquor pipe and electrically operated plug valve that will be inserted into the aeration basin, including associated fittings and appurtenances. Perform a visual inspection to verify the materials are in good condition and are in accordance with contract documents.
- G. Install the 16-inch Mixed Liquor pipe and plug valve in accordance with design documents. The pipe will be installed below grade and will provide a new bypass that will be pile-supported. The plug valve will be installed above grade to control flow. Complete pipe and plug start-up

and testing. Provide certificate of proper installation and startup and testing reports to certify that the components have been installed in accordance with contract documents and operates as intended.

- H. Purchase and deliver to site a 16-inch primary effluent pipe, with watertight fittings and appurtenances. Perform a visual inspection to verify the materials are in good condition and are in accordance with contract documents.
- I. Install the primary effluent pipe and fittings in accordance with design documents. This will replace the existing pipe and connect it to the clarifier splitter box with link seal for a watertight connection. Complete pipe and plug start-up and testing. Provide certificate of proper installation and startup and testing reports to certify that the components have been installed in accordance with contract documents and operates as intended.
- J. Lower the overflow weir elevation in the effluent pump station by 1 foot, for the purpose of preventing overflows. Provide certificate of proper task completion and survey to confirm task has been completed in accordance with contract documents.

5. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 - Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.A of this Scope of Work	<p>Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.A of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, evidenced by submittal of the following documentation:</p> <ul style="list-style-type: none"><li>1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion.</li><li>2) Photographs of project in progress and completed; and</li><li>3) Invoice package in accordance with Section 7 of this Scope of Work.</li></ul>	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Total Deliverable 1 Cost: \$2,710,000.00
TOTAL PROJECT COST NOT TO EXCEED \$2,710,000.00		

**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables section 5 tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period;

however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **Modification** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

**6. COMMERCE RESPONSIBILITIES:**

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

**7. INVOICE SUBMITTAL:**

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  - 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. Include if applicable to your program
  - 4. Photographs of the project in progress and completed work;
  - 5. A copy of all supporting documentation for vendor payments; and
  - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Management Reporting Application (SERA).

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Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.