

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	July 8, 2025	(X) Consent	() Regular
		() Workshop	() Public Hearing
Department:	<u>Environmental Resources Management</u>		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Amendment No. 1 to Agreement No. L0092 (Amendment No. 1) with the Florida Department of Environmental Protection (FDEP) providing for an additional \$248,572.06 for two (2) projects located in Lake Worth Lagoon (LWL) for a term expiring August 31, 2030;

B) approve Budget Amendment of \$248,573 to the FDEP Lake Worth Lagoon Ecosystem Fund to recognize revenues from Amendment No. 1.

Summary: On January 7, 2025, the Board of County Commissioners (BCC) approved FDEP Agreement No. L0092 (R2025-0032) (Agreement) providing for reimbursement from FDEP of up to \$270,500 of construction, contractual services and project management costs for the Lake Worth Lagoon Seagrass Restoration Phase II Project. Amendment No. 1 provides for an increase in funding from \$270,500 to \$519,072.06 and minor task adjustments to complete work associated with a second project— Lake Worth Lagoon System Assessment. Other changes include updates to reflect standard FDEP grant provisions. This funding is part of the State of Florida Legislature’s General Appropriations Act and does not require match. **There is no cost to the County. Districts 1, 2, 4 & 7 (SS)**

Background and Justification: The Lake Worth Lagoon Initiative was created to define and evaluate the status of the entire watershed and propose actions that would improve and protect the natural resources within the lagoon watershed. Through this program, over \$26 million in appropriated state funds and \$68 million in local funds have been dedicated to restoring LWL.

- Attachments:**
- 1. FDEP Agreement No. L0092, Amendment No. 1
 - 2. Budget Amendment (1229)

Recommended by:		<u>5-1-25</u>	SAS 4/30/25
	Department Director	Date	
Approved by:		<u>6/11/25</u>	
	Deputy County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$519,073</u>	_____	_____	_____	_____
External Revenues	<u>(\$519,073)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0.00</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X
 Does this item include the use of state funds? Yes X No _____

Budget Account No.:

Exp: Fund 1229 Department 380 Unit 3315 Object 3401 Program _____
 Rev: Fund 1229 Department 380 Unit 3315 Source 3439 Program _____
 Task: E208 Sub Task: ILWL

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

FDEP Grant L0092, Amendment No. 1 \$248,573

C. Department Fiscal Review: OKing

III. REVIEW COMMENTS

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

AFDell 6/6/25 Handy 4/9/25
 OFMB QA 6/4 DA 6/5 Contract Development and Control 26 6/6/25
VS 6/6

B. Legal Sufficiency:

Handy 6/10/25
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 1
TO AGREEMENT NO. L0092
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. L0092 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Palm Beach County Board of County Commissioners (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Palm Beach County Lake Worth Lagoon Seagrass Restoration Project Phase II (Project), effective January 13, 2025; and,

WHEREAS, \$248,572.06 in additional funding for this Project is provided under Line Item 1677 of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now \$519,072.06; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$519,072.06	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1732A, FY 24-25, GR	\$270,500.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	TMDL, GAA LI 1677, FY 22-23, LATF	\$248,572.06
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$519,072.06

2. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, for actual costs not to exceed the budget amount identified in Attachment 3.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment

- ☒ ☐ Miscellaneous/Other Expenses
☐ ☐ Land Acquisition

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
5. Exhibit D, Quality Assurance Requirements, as attached to this amendment, is hereby incorporated into the agreement.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Maria G. Marino, Mayor

Print Name and Title

Angela Knecht, Division Director

Print Name and Title

Date: _____

Date: _____


ATTEST:

Kate Pace, DEP Grant Manager

Joseph Abruzzo, Clerk of the Circuit
Court and Comptroller, Deputy Clerk
Date: _____


Amanda Peck, DEP QC Reviewer

APPROVED AT TO FORM AND LEGAL
SUFFICIENCY:



Scott A. Stone, Assistant County Attorney
Date: 6/10/25

APPROVED AS TO TERMS AND
CONDITIONS:



Deborah Drum, Director
Date: 5-1-2025

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

Specify Type	Letter/ Numbe	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	D	Quality Assurance Requirements

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Palm Beach County Lake Worth Lagoon Seagrass Restoration Phase II

PROJECT LOCATION: The Projects will be located within Palm Beach County (Grantee);

Project Number	Project Name	Latitude/Longitude
1	Lake Worth Lagoon Seagrass Restoration Phase II	26.674778, -80.046387
2	Lake Worth Lagoon System Assessment	26.674778, -80.046387

Project 1: Lake Worth Lagoon Seagrass Restoration Phase II

PROJECT BACKGROUND: This project is a continuation of the work performed in Agreement LPA0721, Lake Worth Lagoon Initiative. The Lake Worth Lagoon estuary has been subject to habitat loss due to dredging and filling activities, wastewater and stormwater discharges, and shoreline hardening. Focus areas for this project include those that have been previously degraded but now have a high likelihood of successful persistence. These degraded seagrass beds will likely continue to be adversely impacted by factors other than water quality such as overgrazing or sediment transport. This project will jumpstart the ecosystem services that seagrass provides and promote sediment stabilization.

PROJECT DESCRIPTION: The Grantee will grow native seagrasses in an upland aquaculture facility and plant them in the Lake Worth Lagoon. A portion of the seagrass planting units will then be protected from grazing and maintained for a period of one to two years. The results of this project will be monitored and evaluated for percent survival and growth.

Project 2: Lake Worth Lagoon System Assessment

PROJECT BACKGROUND: The Lake Worth Lagoon (LWL) estuary stretches 20 miles along the shores of 13 municipalities from the Village of North Palm Beach to the Town of Ocean Ridge. LWL has been subjected to water quality impacts and habitat loss due to dredging and filling activities, wastewater and stormwater discharges, and shoreline hardening. The Lake Worth Lagoon Management Plan (LWLMP), adopted by the Board of County Commissioners in 2008 and updated in 2013 and 2021, includes projects to improve water and sediment quality and to restore habitat for seagrass, mangroves, and oysters.

PROJECT DESCRIPTION: The water quality of Lake Worth Lagoon’s 11.3 square miles of surface area is largely driven by the quality and quantity of freshwater and stormwater discharge entering the system from a 477 square mile watershed that stretches from Lake Okeechobee to the Atlantic Ocean and that includes over 800 miles of drainage canals. The Lake Worth Lagoon watershed includes portions of the Lake Okeechobee Basin management Action Plan (BMAP) area as well as three impaired WaterBody IDentification number (WBID) segments within Lake Worth Lagoon. The Grantee intends to implement recommendations and designated action plans of the LWLMP through water quality and biological monitoring by assessing the impacts of freshwater and stormwater discharge and by monitoring the system response resulting from dedicated projects that improved discharge, created living shorelines, capped muck sediments, and filled dredge holes. These assessments are important to monitor long-term changes as water releases from Lake Okeechobee drainage canals continue with concurrent restoration efforts designed to improve and properly manage the system.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Cultivate and Plant Submerged Aquatic Vegetation (SAV), Temporary Deployment of Herbivory Exclusion Cages

Deliverables: The Grantee will package SAV into planting units from nursery stock, then cultivate them in preparation for installation in the project area. Once the plants are viable, the Grantee will plant SAV in groupings that will be protected as needed by herbivory exclusion cages to protect the SAV until they are established. The Grantee will note the location of the plants and cages deployed, as applicable.

- **Project 1: Lake Worth Lagoon Seagrass Restoration Phase II**

Documentation: The Grantee will submit: 1) a detailed list of SAV purchased from the nursery stock and the dates and locations that the plants and exclusion cages were installed; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will provide project management services related to Lake Worth Lagoon Seagrass Restoration Phase II, to include review of documents and forms, budget oversight, contractor oversight preparation and submittal of progress reports, processing of payment requests and related documentation, and overall project coordination and supervision.

- **Project 1: Lake Worth Lagoon Seagrass Restoration Phase II**

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Quality Assurance Project Plan

Deliverables: The Grantee will prepare a Quality Assurance Project Plan (QAPP). The QAPP must be approved by the Department prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

- **Project 2: Lake Worth Lagoon System Assessment**

Documentation: The Grantee will submit: 1) a draft QAPP submitted in Word format; and 2) a final Department-approved QAPP in Word or PDF format.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above.

Task 4: Lake Worth Lagoon System Assessment

Task Description: Document Lake Worth Lagoon's environmental health and utilize information accessed through this effort to monitor water quality, seagrass improvements and oyster habitat based on the implementation of construction projects designed for their benefit. The technical data will be compiled in final reports and utilized to assess the overall health and abundance of seagrass and oysters as directly correlated to water quality within the Lagoon, and to assist with establishing a basis for potential water quality improvement strategies and plans.

1. Lake Worth Lagoon Fixed Transect Seagrass Monitoring

Monitoring of transects and ground-truthing points located throughout LWL. Monitoring includes seagrass depth distribution, abundance, density, location, and species diversity in relation to measured and monitored field parameters such as salinity, dissolved oxygen and temperature.

2. Lake Worth Lagoon Oyster Monitoring

Monitoring of the eastern oyster, *Crassostrea virginica*, at three natural oyster reef stations and three man-made reef stations within LWL. Monitoring effort includes prevalence and intensity of the oyster parasite, *Perkinsus marinus*, field parameters and sedimentation rates along with oyster density, and recruitment.

3. Lake Worth Lagoon Freshwater Input Assessment

Purchase of equipment to monitor environmental conditions relative to seagrass growth and oyster recruitment that will assist in management decisions and restoration efforts throughout the Lagoon. Equipment will be purchased and retained by the Grantee.

- **Project 2: Lake Worth Lagoon System Assessment**

Deliverables: The Grantee will submit a summary of completed monitoring activities to date for the period covered in the payment request. For the final documentation, the Grantee will also submit the following documents electronically:

1. LWL Fixed Transect Seagrass Monitoring reports
2. LWL Oyster Monitoring reports.
3. Copy of Receipts or Invoices for Miscellaneous/Other Expenses

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract(s) to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Cultivate and Plant Submerged Aquatic Vegetation (SAV), Temporary Deployment of Herbivory Exclusion Cages	Contractual Services	\$220,500	07/01/2024	01/31/2030
2	Project Management	Salary	\$33,054	07/01/2024	01/31/2030
		Fringe Benefits	\$16,946	07/01/2024	01/31/2030
3	Quality Assurance Project Plan	No-Cost Deliverable	\$0	07/01/2024	09/30/2025
				07/01/2024	12/31/2025
4	Lake Worth Lagoon System Assessment	Contractual Services	\$229,334.56	07/01/2024	04/30/2028
		Miscellaneous/ Other Expenses	\$19,237.50	07/01/2024	04/30/2028
Total:			\$519,072.06		

SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable funding or match hourly and fringe rate(s) by position may not exceed those indicated below.

Cost reimbursable funding or match hourly rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Project Timeline & Budget Detail table.

Task No.	Position Title	Salary Amount	Fringe Amount
2	Environmental Director	\$69.92	55.41%
	Environmental Manager	\$49.60	55.41%
	Environmental Program Supervisor	\$43.58	55.41%
	Construction Project Manager	\$46.81	55.41%
	Senior Professional Engineer	\$65.90	55.41%
	Professional Engineer	\$57.70	55.41%
	Project Coordinator I	\$37.40	55.41%
	Technical Assistant II	\$36.33	55.41%
	Senior Environmental Analyst	\$42.06	55.41%
	Environmental Analyst	\$32.69	55.41%
	Environmentalist I	\$26.16	55.41%
	Environmentalist II	\$33.24	55.41%

	Environmental Technician I	\$21.88	55.41%
	Environmental Technician II	\$31.79	55.41%
	Contract Manager	\$33.37	55.41%
	Contract/Grants Coordinator	\$36.31	55.41%
	Student Employees	\$15.56	55.41%
	Subtotal	\$33,054	\$16,946

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for the grant agreement. Upon request by the Department's grant manager, additional documentation of hours worked will be provided.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5-1

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By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-1

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects	\$270,500	140047
Amendment 1	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects	\$248,572.06	088964
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$519,072.06	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Accessing Exhibit D – QA Requirements

The Department's Quality Assurance Requirements are maintained by the Aquatic Ecology and Quality Assurance Section, there are 2 Quality Assurance Requirements Attachments available: Standard Quality Assurance Requirements for Grants; and the Research Quality Assurance Requirements for Grants.

The process and copies of the appropriate Exhibit D can be found here:

<https://floridadep.gov/dear/quality-assurance/content/qa-dep-contracts-grants-and-purchase-orders>

25- 0769

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 380-042425*0471

BGEX 380-042425*1207

FUND 1229 FDEP Lake Worth Lagoon Ecosyst

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 04/24/2025	REMAINING BALANCE
REVENUES									
1229-380-3315-3439	State Grant Other Phys Envir	LW Lagoon Seagrass Restorat	0	770,500	248,573		1,019,073		
Total Fund Revenues			848,701	4,853,994	248,573	0	5,102,567		
EXPENDITURES									
1229-380-3315-3401	Other Contractual Services	LW Lagoon Seagrass Restorat	0	770,500	248,573		1,019,073	449,993	569,080
Total Fund Expenditures			848,701	4,853,994	248,573	0	5,102,567		0

SIGNATURES

DATES

Michael Stoltz for 6/5/25
Initiating Department/Division

ASDCM 6/6/25
Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 7/8/2025

Deputy Clerk to the
Board of County Commissioners