

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 9, 2026 (X) Consent () Regular
() Workshop () Public Hearing
Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Amendment Number 1 (Grant Amendment 1) to the Florida Department of Environmental Protection (FDEP) Standard Grant Agreement dated September 30, 2025 (R2025-1328) for the C-51 Reservoir Phase II Pump Station, Agreement Number OWP15 (Agreement) for the period beginning on the execution date through August 31, 2032;

B) approve a Budget Amendment of \$65,000,000 in the C-51 Reservoir Phase II Pump Station Grant Fund to increase the grant award to \$165,000,000; and


C) approve Amendment 1 Sub-Grant Agreement (Sub-Grant Amendment 1) with C-51 Reservoir Phase 2 Pump Station, LLC dated September 30, 2025 (R2025-1329) to incorporate \$65,000,000 FY2025-FY2026 appropriation in the C-51 Reservoir Phase II Pump Station.

Summary: The C-51 Reservoir Phase II Pump Station Project consists of the design and construction of an Inflow Structure, Outflow Pump Station, Connection Canal, and certain additional partial construction of Storage Cell 14 (IS, OPS, CC, and AC Project). Palm Beach County (PBC) was selected by the State to administer the C-51 Reservoir Phase II Pump Station Grant (Grant). Sub-Grant Amendment 1 contains a mutual waiver of incidental, indirect, special, punitive, multiple, and consequential damages connected with or resulting from the performance or non-performance of the Sub-Grant Agreement. The Risk Management Department and County Attorney's Office have reviewed the language and advised staff accordingly. Given that the County's obligations under the Sub-Grant Agreement are grant-related and that the County is under no obligation to assume ownership, operation, or maintenance of the C-51 Reservoir Phase II Pump Station, staff recommends approval. **No County matching funds are required for this Grant. District 6 (MWJ)**

Background and Justification: This Grant Amendment 1 is the fifth state funding for the C-51 Reservoir Phase II. Cell 12 was funded by \$48,000,000 of appropriations in FY2021-FY2022. Cell 13 was funded by \$65,000,000 and \$70,000,000 appropriations in FY2022-FY2023 and FY2023-FY2024 respectively. This Grant was initially funded with \$100,000,000 in FY2024-FY2025.

Attachments:

- 1. Grant Amendment 1 to FDEP Standard Grant Agreement OWP15
- 2. Budget Amendment C-51 Reservoir Phase II IS, OPS, CC, and AC Project
- 3. Sub Grant Amendment 1
- 4. Delegation of Authority Memo

Recommended by: Deborah Drum  Digitally signed by Deborah Drum
DN: c=org, DC=pbcbgov, OU=Enterprise, OU=ERM,
CN=Deborah Drum, E=DDrum@pbc.gov
Reason: I am approving this document
Date: 2026.05.19 13:32:15-04'00'
Foxit PDF Editor Version: 12.1.0 5-19-2026
Department Director **Date**

Approved by:  5/21/26 **MWJ**
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	\$42,886,508	\$24,000,000	\$24,000,000	\$31,000,000	\$43,113,492
Operating Costs					
External Revenues	(\$42,886,508)	(\$24,000,000)	(\$24,000,000)	(\$31,000,000)	(\$43,113,492)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

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

Budget Account No.:

REV: Fund 1524 Department 380 Unit 5114 RSRC 3439 Program _____

EXP: Fund 1524 Department 380 Unit 5114 Object 8201 Program _____

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

There is no fiscal impact to PBC as the grant will fully fund the project costs and the grant includes prepayment funds so PBC will not incur interest costs. PBC is serving as the sponsor (Grantee) and will administrate the grant based on the documentation provided by the Third-Party-Engineer. PBC cost are eligible for reimbursement.

C. Department Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 5/19/26
OFMB
[Signature] 5/19/26
Contract Development & Control
26 5.19.26

B. Legal Sufficiency:

[Signature] 5/19/26
Chief Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT NO. 1
TO AGREEMENT NO. OWP15
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. OWP15 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Palm Beach County Board of County Commissioners, 301 N. Olive Ave., West Palm Beach, Florida 33401 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the C-51 Reservoir Phase II Inflow Structure, Outflow Pump Station, and Connection Canal to L-8 Canal Project effective October 7, 2025;

WHEREAS, the parties wish to amend the Agreement to revise the grant work plan to increase grant funding and revise project timeline as set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1) The total amount of funding of the Agreement is increased to \$165,000,000. A total of \$65,000,000 is being added from Fiscal Year 2025-2026 General Appropriations Act Line-Item number 1531A.
- 2) The Agreement is extended for a two (2) years and one (1) day period to begin August 31, 2030, and remain in effect until August 31, 2032. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 3) Attachment 2, Special Terms and Conditions, Rev. 7/1/2025, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, Rev. 9/15/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions Rev. 9/15/2025.
- 4) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, Rev. 4/1/2026, 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-A, Revised Grant Work Plan, Rev. 4/1/2026.
- 5) Exhibit 1 to Attachment 5, Special Audit Requirements, Rev. 7/1/2025, is hereby deleted in its entirety and replaced with Exhibit 1-A to Attachment 5 Exhibit 1-A, Special Audit Requirements, Rev. 7/1/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit 1 to Attachment 5 shall hereinafter refer to Exhibit 1-A to Attachment 5, Special Audit Requirements, Rev. 7/1/2025.
- 6) Exhibit A, Progress Report Form, Rev. 5/30/2017, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, Rev. 12/8/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form, Rev. 12/8/2025.
- 7) Exhibit C, Payment Request Summary Form, Rev. 7/1/2025, is hereby deleted in its entirety and replaced with Exhibit C-1, Revised Payment Request Summary Form, Rev. 9/15/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit C shall hereinafter refer to Exhibit C-1, Revised Payment Request Summary Form, Rev. 9/15/2025.
- 8) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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

Florida Department of Environmental Protection

By: _____
(Authorized Signature)

By: _____
Secretary or Designee

Date: _____

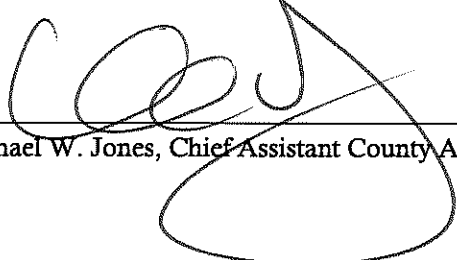
Date: _____

By: Sara Baxter, Mayor
Print Name and Title of Person Signing

By: _____
Print Name and Title of Person Signing

ATTEST:
Michael A. Caruso
Clerk of the Circuit Court & Comptroller

Approved as to Form and Legal Sufficiency:



Michael W. Jones, Chief Assistant County Attorney

Deputy Clerk

Approved as to Term and Conditions:



Deborah Drum, Department Director
Environmental Resources Management

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	2-A	Revised Special Terms and Conditions, Rev. 9/15/2025 (3 pages)
Attachment	3-A	Revised Grant Work Plan, Rev. 4/1/2026 (18 pages)
Attachment 5,Exhibit	1-A	Special Audit Requirements Rev. 7/1/2025 (3 pages)
Exhibit	A-1	Revised Progress Report Form, Rev. 12/8/2025 (1 page)
Exhibit	C-1	Revised Payment Request Summary Form, Rev. 9/15/2025 (4 pages)

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. OWP15**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is C-51 Reservoir Phase II Inflow Structure, Outflow Pump Station, and Connection to Canal L-8 Canal Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends on the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

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:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<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
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses/Supplies
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO.: OWP15**

ATTACHMENT 3-A

PROJECT TITLE: C-51 Reservoir Phase II Inflow Structure, Outflow Pump Station, Connection Canal to L-8 Canal, and Additional Construction Project (Project).

PROJECT AUTHORITY: Pursuant to Section 373.4598(9)(a), Florida Statutes, a regionally significant water management project that that will provide water supply and water management benefits to water supply utilities and will also provide environmental benefits by reducing freshwater discharges to tide and making water available for natural systems.

PROJECT LOCATION: The Project is located North of State Road 80 (Southern Boulevard) and West of the SFWMD L-8 Canal with the center of the current storage cell near Latitude: 26° 43' 42" and Longitude: -80° 23' 45" in Palm Beach County. The Project and the storage cells encompass or pass through seven (7) sections. The following bullets identify the sections and their relationship to the Project.

- Township 43 South, Range 39 East, Section 13 – West side of Cell 12
- Township 43 South, Range 40 East, Section 06 – Conveyance Canal
- Township 43 South, Range 40 East, Section 07 – Conveyance Canal
- Township 43 South, Range 40 East, Section 08 – Conveyance Canal
- Township 43 South, Range 40 East, Section 18 – Conveyance Canal, Inflow Structure, & Outflow Pump Station
- Township 43 South, Range 40 East, Section 18 – Conveyance Canal, Inflow Structure, & Outflow Pump Station, East side of Cell 12, Cell 13 and Cell 14

See *Figure 1* for a C-51 Reservoir Location Map, *Figure 2* for C-51 Reservoir Project Phasing Map, and *Figure 3* for C-51 Reservoir Project Features Map.

PROJECT BACKGROUND: The C-51 Reservoir is being constructed in phases. As each phase becomes functional, it will be capable of receiving and storing water to reduce harmful discharges to the Lake Worth Lagoon, provide water storage to support restoration of the Northwest Fork of the Loxahatchee River and other restoration efforts, combat salt water intrusion, increase water supply resiliency, provide drainage capacity for the L-8 Basin, expand operational flexibility in conjunction with Phase 1 of the C-51 Reservoir, L-8 Flow Equalization Basin (FEB) and L-8 Canal, Stormwater Treatment Areas and other water resource benefits (Environmental Benefits). Phase 1 of the C-51 Reservoir consisting of a reservoir with 14,000 acre-feet of water storage capacity and appurtenant facilities and works (Phase 1) was completed and brought into service in 2023. The Phase 1 Project receives and discharges water through the L-8 FEB and is completely separate from the Phase 2 Project. Phase 2 of the C-51 Reservoir could be expanded to provide 46,000 acre-feet or more of water storage, constructed in sub-phases by cell. The Project along with the construction of Phase 2 Cell 12 (DEP Grant Number APC01) and Phase 2 Cell 13 (DEP Grant Number OWP05) will provide the first functional increment of Phase 2 providing 14,800 acre-feet of usable storage volume. The Project will include the additional work of the final design, engineering, and partial

construction of Cell 14 to provide an additional 6,000 acre-feet of connected and usable storage upon completion, conveyance and related infrastructure to increase storage capacity and operational flexibility.

PROJECT DESCRIPTION: The Project will consist of the design, construction, and operational testing of an Inflow Structure (IS) with a minimum capacity of 300 cfs, an Outflow Pump Station (OPS) with a minimum capacity of 150 cfs, Connection Canal and embankments (CC), and culverts, required to convey water to and from the L-8 Canal with L-8 Canal Stages up to 18.0 feet NAVD. The Project will provide a connection from the L-8 Canal to the connected Cell 12 and Cell 13 which together provide 14,800 acre-feet of usable storage. Cell 12 is located along the West side of Phase 1 and uses the Western Levee of Phase 1 as its East Levee. Cell 13 is located along the North side of Phase 1 and uses the North Levee of Phase 1 as its South Levee. The Project's IS and OPS will be located in the Northeast corner of Cell 13. The Project Connection Canal and embankments will extend North from the Northeast corner of Cell 13 approximately 1.5 miles where it will connect to two previously installed 72 inch diameter culverts and gates (S0932 - North Conveyance Improvements completed in 2023). The Project will include additional items such as a coffer dam, dewatering, revetment, structure construction, canal excavation, embankment construction, gate supply, pump supply, generator supply, fuel tanks supply, electrical, stilling well, stilling well platforms, telemetry systems, backup power for critical equipment excluding backup power for the pumps. Construction of the IS and OPS requires that the water levels within Cell 12 and Cell 13 remain lowered to below negative 15 feet NAVD until completion. The Project will also include Additional Work using \$65,000,000 appropriated during the 2025 Legislative Session (Appropriation Number 1531A), to provide a complete design for Cell 14 and partial construction of Cell 14 which when completed will further expand the storage capacity and operational flexibility. This Additional Work will include design changes to the IS and OPS as required by SFWMD, automation, backup power with fuel for seven day, and telemetry of the North Conveyance Improvements culvert connection to the L-8 Canal, final design, engineering, and partial construction of Cell 14, and continuing construction activities to support the balance of Phase 2 to achieve 6,000 acre-feet of additional storage as quickly and effectively as possible. The additional construction for Cell 14 will be limited at this time to the following:

- Partial construction of approximately 1.5 miles of embankment with a crest elevation of at least 18.0 feet NAVD to provide the required platform for future installation of the seepage barrier. The constructed slopes shall be three (3) Horizontal to one (1) Vertical (3H:1V) or less and the exterior slope shall be sodded with Bahia Grass meeting the FDOT requirements.
- Excavation of 20 percent of the interior of Cell 14 to at or below negative 20 feet NAVD.
- Initial and maintenance dewatering required to partially construct the embankment and to excavated 20 percent of the interior of Cell 14 to at or below negative 20 feet NAVD.
- Cost of 20 percent of the Existing Storage Capacity.
- Automation of the North Conveyance Improvements culvert connection to the L-8 Canal. This automation shall include gate automation, telemetry, equipment required for radio communication, backup generator, fuel source for seven (7) continuous days of power outage, and equipment building.

Construction of the following to complete Cell 14 will require additional funding:

- Construction of approximately 1.5 miles of 48 feet deep Seepage Barrier installed from +18.0 to negative 30 feet NAVD.
- Remaining construction of approximately 1.5 miles of embankment to a crest elevation of 24.0 feet NAVD. The constructed slopes shall be three (3) Horizontal to one (1) Vertical (3H:1V) or less and the exterior slope shall be sodded with Bahia Grass meeting the FDOT requirements. This includes construction of Roller Compacted Concrete (RCC) revetment covering the crest and interior slopes of the embankment. Revetment shall include an underdrain like Cells 12 and 13.

- Construction of approximately 0.9 miles of RCC revetment covering the interior slopes of the embankment between Cell 14 and Cells 12 and 13. Revetment shall include an underdrain like Cells 12 and 13.
- Excavation of the remaining 80 percent the interior of Cell 14 to at or below negative 20 feet NAVD
- Initial and maintenance dewatering required to partially construct the embankment and to excavated the remaining 80 percent of the interior of Cell 14 to at or below negative 20 feet NAVD.
- Cost of the remaining 80 percent of the Existing Storage Capacity.
- Stormwater Pond for Cell 14 runoff meeting all of the applicable volume and water quality requirements.
- Construction of the Interior Distribution and Collection Canals (Interior Canals) for Cell 14. These canals are located at least 300 feet from the interior edge of the limestone and consist of eight feet deep (-20 to -28 feet NAVD) canals with bottom widths of ten feet and side slopes of six (6) Horizontal to one (1) Vertical (6H:1V).
- Construction of a connection between Cell 14 either Cell 12 or Cell 13. This connection would have a minimum width of 260 feet from the edge of limestone to edge of limestone. Top of limestone cut shall be at least 300 feet from any corner of reservoir. Minimum top of limestone ledge width of 70 feet within the connection footprint.
- Construction of an Interior Canal centered in the connection between Cell 14 and either Cell 12 or Cell 13. This canal would consist of eight feet deep (-20 to -28 feet NAVD) canal with a bottom width of sixty (60) feet and side slopes of six (6) Horizontal to one (1) Vertical (6H:1V).
- Said construction shall be performed by C-51 Reservoir Phase 2 Pump Station, LLC (Sub-Contractor) in accordance with a Sub-Contract Agreement between Palm Beach County (Grantee) and Sub-Contractor.

All of the embankment items shall be designed using the previous designs from Cell 12 and Cell 13 as the minimum standards.

After completion of construction the Project will be conveyed to a Florida Not-For-Profit (NFP) corporation similar to the ownership structure of Phase 1 before commencing with the testing and initial Operations, Maintenance, Repairs, Rehabilitation, and Replacements (OMRRR) period. Conveyance to the NFP corporation will not preclude the design build team from performing compensated OMRRR beyond the initial testing and OMRRR period as this may be desired to facilitate additional construction or later acceptance by the SFWMD or both. To provide resilient and simpler operations, the levee design for the conveyance canal between Cell 13 and the L-8 Canal culverts will allow fully open culverts at the L-8 Canal and a maximum L-8 Canal stage of 18.0 feet NAVD and at least two (2) feet of free board. The Project includes a 12 to 18 month testing period which requires inflow to a minimum stage of seven (7) feet NAVD and lowering to negative 20 feet NAVD. Filling shall be limited to 7.5 feet NAVD during the testing period. The Project includes all of the logistics and costs of this testing period including mowing of the grass for the exterior of Cell 12, Cell 13 and Cell 14 and the embankments along the connection canal. The testing period will begin when the IS and OPS are functional and the Telemetry and Automation of the Gates at the L-8 Canal is complete and accepted by the SFWMD. The starting of the testing period will be coordinated with the construction of Cell 14 as the quicker and more efficient completion of Cell 14 may require up to six (6) months of delay in filling of Cell 12 and Cell 13. During the testing period the Sub-Contractor will be responsible for all OMRRR required or identified during the testing period.

The Grantee will request that SFWMD accept ownership, control, and/or operations of the Project and the C-51 Reservoir Phase II Cell 12, Cell 13 and Cell 14 (hereafter referred to as the C-51 Phase II Reservoir) from the NFP corporation, to be operated by SFWMD for the benefit of the regional system to provide the Environmental Benefits described in the Project Background section or for other purposes within the

responsibility of the SFWMD. If SFWMD is unwilling or unable to accept turnover of the C-51 Phase II Reservoir, the Grantee will help facilitate the identification of another appropriate entity to accept ownership, control, and/or operations on a temporary or permanent basis. The Grantee may, at its sole discretion, chose to accept or not accept ownership, control, and/or operations on a temporary or permanent basis. The Grantee acknowledges that the current funding and staffing limitations of the SFWMD make immediate acceptance of OMRRR challenging and that OMRRR by an interim entity may be beneficial to the SFWMD and also to facilitate the construction of additional storage cells. Also given the expected continuation of mining outside the Project and the required mining facilities such as the crusher plant and conveyor belt, considerable details on ownership, easements, and post mining removal requirement will need to be worked out before OMRRR can be accepted by the SFWMD. Given these complications the scope of this grant includes tasks to address these issues.

TASKS and DELIVERABLES:

Performance Standard for All Tasks

The Department's Grant Manager will review all submitted deliverables to ensure they are complete and satisfactorily meet all requirements specified in the corresponding Task Description and this Grant Work Plan. Where applicable, this review also includes verifying that work conforms to approved designs, permits, construction contract documents, sampling and monitoring plans, and/or an approved Quality Assurance Project Plan (QAPP).

For any deliverable requiring separate draft and final submissions, the Grant Manager will review the draft version and provide comments to the Grantee for incorporation. The final version must adequately address these comments to be deemed acceptable.

The Department shall have 30 calendar days from receipt of any deliverable, unless specifically stated otherwise, to determine its acceptability; if the Grant Manager does not provide written acceptance within this period, the deliverable will be deemed rejected. Upon the Grant Manager's determination that a deliverable is acceptable, the Department will provide written acceptance. The Grantee may only submit a payment request for costs associated with a specific task or deliverable after receiving this written acceptance.

Task 1: Final Design, Permitting Construction, and Testing

Task Description: The Grantee will execute an amended sub-contract agreement with the Sub-Contractor for the Project which will be in accordance with state law, this Agreement and which has been pre-approved by the Department. As the water storage capacity of Phase 2 Cell 12, Cell 13 and Cell 14, and the perpetual easements required for the Connection Canal, and the connection to the L-8 Canal are only available from the Sub-Contractor (Sole Source), C.F.R. 200.320(c)(2) for Noncompetitive Procurement applies to the Project.

The Grantee's Sub-Contractor will identify a third-party engineer for review and approval by the Grantee. The Grantee will review the qualifications and experience of the identified third-party engineer and their proposed staff, provide approval or requests for additional information or rejection in a timely manner. The Grantee will, based on information gathered, reviewed, and analysed by the third-party engineer, administer the grant and provide construction input as needed, conduct site meetings with the Sub-Contractor regarding construction, and oversee Projectand coordination and supervision. The Grantee oversight will rely on observations, tests, and work products of the Sub-Contractor's engineering and QA/QC of the construction firm hired by and paid solely by the Sub-Contractor. The Grantee will oversee the development of the scope of work for the construction QA/QC with the sub-contractor. The scope of work for the third-party engineer

shall include their own quarterly status and summary reports, documentation of meetings (e.g. meeting notes), electronic mail, payment requests, and documentation of payments meeting all of the reporting and documentation requirements of the sub-contract agreement and this grant agreement. These reports along with other information will be used to generate/validate Grant's Quarterly Progress Reports but

The Grantee will ensure that all necessary permits, as required by law, for construction of the Project are obtained. The Grantee will request that the SFWMD review and approve the completed designs of the Project which shall meet all of the SFWMD requirements after review of the construction plans and specifications, and resolution of comments provided by the SFWMD in their "doc-check" program or alternative approved by SFWMD. Once approved by the SFWMD, the Grantee will submit the draft doc-check review or alternative approval documents, including all comments and proof of resolution, and final design documents to the Department's Grant Manager.

After all features of the Project are constructed, the reservoir shall be operated and tested by partially filling (to a minimum of seven (7) feet NAVD) and then lowering the storage cells to negative 20 feet NAVD. Filling is limited to 7.5 feet NAVD during the testing period. The Grantee will perform 12 to 18 months of operational testing and OMMRR including mowing of the grass of the embankment, drainage swales and stormwater pond associated with the storage cells and the embankments of the connection canal.

The Operations Plan shall reserve 3,800 acre-feet of storage for drainage assistance to the L-8 Basin and direct rainfall on the storage cells. For the storage volumes provided by Cell 12 and Cell 13 this equates to a maximum stage of seven (7) feet NAVD. The stages to provide the required storage volume below 16.5 feet NAVD can change as additional cells are added by future construction. The operation plan is for a multi-purpose reservoir which will respond to the conditions of the regional system. As such the operation plan will provide information and criteria on achieving a wide range of objectives.

Deliverable 1: The Grantee shall submit verification that a separate interest-bearing account, specific to this Project, has been established by the Grantee. This is a no-cost deliverable required by the findings of the recent Department's Inspector General audit.

Deliverable 2: The Grantee will submit 1) the draft design documents (e.g. drawing, specifications, and reports); 2) copies of the resolved SFWMD comments in the SFWMD doc-check program; and 3) a SFWMD approved punch list of changes required to finalize the draft design documents:

- Inflow Structure
- Outflow Pump Station
- Connection Canal
- Embankments, Seepage Barrier, and Revetment for Cell 14
- Stormwater Pond and System for Cell 14
- Automation of the North Conveyance Improvements culvert connection to the L-8 Canal

Deliverable 3: The Grantee will submit 1) an electronic copy of the final design documents; 2) documentation that all of the SFWMD design requirements have been addressed to the SFWMD satisfaction in either the the SFWMD doc-check program or alternative SFWMD approved system for documenting design review comments; 3) proof that the design has met the SFWMD requirements for eventual acceptance of OMRRR and the requirements described in this document; 4) all professional certifications regarding compliance with the Final design documents; 5) a list of all required permits identifying application, permit number(s), issue dates, and issuing authorities; and 6) electronic copies of any executed sub-contracts, including the scope of work for the tasks as described above:

- Inflow Structure

- Outflow Pump Station
- Connection Canal
- Embankments, Seepage Barrier, and Revetment for Cell 14
- Stormwater Pond and System for Cell 14
- Telemetry and Automation for Gates at L-8 Canal

The Department may request copies, electronic or hard copy, of any issued permits for this Project.

Deliverable 4: The Grantee will submit 1) a Draft Operations Plan that provides historical information on drainage and water supply issues and constraints; and 2) proof of review from SFWMD from their “doc-check” program. Upon request the Department may require a paper copy of the Draft Operations Plan.

Deliverable 5: The Grantee will submit 1) monthly Construction Status Reports providing a written description of completed construction tasks for that reporting period; 2) date-stamped color photographs of the construction sites on a monthly basis to capture each months progress; and 3) the final construction As-Built Drawings and Reports submitted within 6 months of substantial completion of work. The Grantee will take progress photographs within the first 10 days of the month to document progress from the previous month. The Quality Assurance and Quality Control (QA/QC) reports will include more frequent photographs.

Deliverable 6: The Grantee will submit 1) a copy of the Final Operations Plan; 2) proof of approval from SFWMD via “doc-check” program or other written documentation; and 3) a Summary Report of Operational Testing as submitted to SFWMD.

Deliverable 7: The Grantee will submit 1) a copy of the long term plan identifying the SFWMD requirements for acceptance of OMRRR for Cell 12, Cell 13, Cell 14 and for the potential future Cell 15, Cell 16, Cell 17, and Cell 18 to be developed by the Sub-Contractor. The plan shall identify a schedule for acceptance of OMRRR with the required SFWMD ownership, Palm Beach Aggregate (PBA) easements, plan for turnover of land and removal of PBA requirement, and required funding.

Payment Request Schedule: The Grantee shall submit invoices no more frequently than monthly. All invoices must include the Department’s written approval of each interim deliverable. Each monthly payment request will be based on the Schedule of Values for Payment Milestones found on Exhibit G, not to exceed the amount of advanced pay, including the pay request from the Sub-Contractor, narrative description of work completed, date-stamped photographs and percent completion of the Schedule of Values for Payment Milestones. All payment requests must include written approval of the Sub-Contractor or written certification by the Sub-Contractor’s third-party engineer, as applicable.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No. 1	Task Description	Task Start Date	Task End Date	Deliverable Due Date/ Reimbursement Frequency*
1	Verification of Separate Interest Bearing Account	Upon Execution	10/31/2025	
2	Draft and Final Designs	10/31/2025	12/31/2026	No more frequently than monthly**
3	SFWMD Concurrence with Final Design, Professional Certifications, Approved Permits, Executed Sub-Contracts	11/30/2025	2/28/2027	No more frequently than monthly**
4	Draft Operations Plan	10/31/2025	4/30/2027	No more frequently than monthly**
5	Construction	10/31/2025	12/31/2030	No more frequently than monthly**
5a	Monthly Status Reports	10/31/2025	12/31/2030	
5b	As-Built Drawings and Reports	1/01/2030	12/31/2030	
6	Final Operations Plan, Operational Testing & Report, As-Built Drawings ***	5/01/2027	8/31/2032	No more frequently than monthly**
6a	Final Operations Plan	5/01/2027	6/30/2029	06/30/2029
6b	12 to 18 month Operational Testing and Subsequent Report	1/1/2031	8/31/2032	08/31/2032 - No more frequently than monthly**
7	SFWMD requirements and schedule for acceptance of Operation, Maintenance, Repair, Rehabilitation, and Replacement	1/01/2027	6/30/2029	At completion

Notes

* Pay request from Sub-Contractor will be paid by Grantee upon verification of completed work subject to available prepayment funds. Grantee reimbursement requests will typically be submitted in the second month after completion of work (e.g. reimbursement for work in March would be submitted in May).

** Certain project delays, including weather, may create multiple invoices in a single month. The Grantee may request approval to submit these additional invoices, under these circumstances, in writing to the Department.

*** Starting the Operation Testing period requires completion of IS, OPS, CC, Telemetry, Automation of the Gates at the L-8 Canal, complete excavation of Cell 14 to below -20 feet NAVD, excavation of Cell 14 Internal Collection Canals, and construction of the portions of the connection to from Cell 14 to future cells that may require dewatering.

BUDGET DETAIL BY TASK:

**Estimated Monthly Earned Values
\$165,000,000 FDEP Grant**

Task No.	Anticipated Date for Reimbursement Request (1)	Budget Category (2)	Budget Amount (3)
1		Monthly Payments	
1.01	11/2025 for work in 09/2025		\$11,503,814 (4)
1.02	12/2025 for work in 10/2025		\$5,403,847 (4)
1.03	01/2026 for work in 11/2025		\$3,978,847 (4)
1.04	02/2026 for work in 12/2025		\$3,000,000
1.05	03/2026 for work in 01/2026		\$3,000,000
1.06	04/2026 for work in 02/2026		\$3,000,000
1.07	05/2026 for work in 03/2026		\$3,000,000
1.08	06/2026 for work in 04/2026		\$3,000,000
1.09	07/2026 for work in 05/2026		\$3,000,000
1.10	08/2026 for work in 06/2026		\$2,000,000
1.11	09/2026 for work in 07/2026		\$2,000,000
1.12	10/2026 for work in 08/2026		\$2,000,000
1.13	11/2026 for work in 09/2026		\$2,000,000
1.14	12/2026 for work in 10/2026		\$2,000,000
1.15	01/2027 for work in 11/2026		\$2,000,000
1.16	02/2027 for work in 12/2026		\$2,000,000
1.17	03/2027 for work in 01/2027	Contractual Services	\$2,000,000
1.18	04/2027 for work in 02/2027		\$2,000,000
1.19	05/2027 for work in 03/2027		\$2,000,000
1.20	06/2027 for work in 04/2027		\$2,000,000
1.21	07/2027 for work in 05/2027		\$2,000,000
1.22	08/2027 for work in 06/2027		\$2,000,000
1.23	09/2027 for work in 07/2027		\$2,000,000
1.24	10/2027 for work in 08/2027		\$2,000,000
1.25	11/2027 for work in 09/2027		\$2,000,000
1.26	12/2027 for work in 10/2027		\$2,000,000
1.27	01/2028 for work in 11/2027		\$2,000,000
1.28	02/2028 for work in 12/2027		\$2,000,000

1.29	03/2028 for work in 01/2028	\$2,000,000
1.30	04/2028 for work in 02/2028	\$2,000,000
1.31	05/2028 for work in 03/2028	\$2,000,000
1.32	06/2028 for work in 04/2028	\$2,000,000
1.33	07/2028 for work in 05/2028	\$2,000,000
1.34	08/2028 for work in 06/2028	\$2,000,000
1.35	09/2028 for work in 07/2028	\$2,000,000
1.36	10/2028 for work in 08/2028	\$2,000,000
1.37	11/2028 for work in 09/2028	\$2,000,000
1.38	12/2028 for work in 10/2028	\$2,000,000
1.39	01/2029 for work in 11/2028	\$2,000,000
1.40	02/2029 for work in 12/2028	\$2,000,000
1.41	03/2029 for work in 01/2029	\$3,000,000
1.42	04/2029 for work in 02/2029	\$3,000,000
1.43	05/2029 for work in 03/2029	\$3,000,000
1.44	06/2029 for work in 04/2029	\$3,000,000
1.45	07/2029 for work in 05/2029	\$3,000,000
1.46	08/2029 for work in 06/2029	\$3,000,000
1.47	09/2029 for work in 07/2029	\$3,000,000
1.48	10/2029 for work in 08/2029	\$3,000,000
1.49	11/2029 for work in 09/2029	\$3,000,000
1.50	12/2029 for work in 10/2029	\$3,000,000
1.51	01/2030 for work in 11/2029	\$3,000,000
1.52	02/2030 for work in 12/2029	\$3,000,000
1.53	03/2030 for work in 01/2030	\$3,000,000
1.54	04/2030 for work in 02/2030	\$3,000,000
1.55	05/2030 for work in 03/2030	\$3,000,000
1.56	06/2030 for work in 04/2030	\$3,000,000
1.57	07/2030 for work in 05/2030	\$3,000,000
1.58	08/2030 for work in 06/2030	\$2,000,000
1.59	09/2030 for work in 07/2030	\$2,000,000
1.60	10/2030 for work in 08/2030	\$2,000,000
1.61	11/2030 for work in 09/2030	\$2,000,000
1.62	12/2030 for work in 10/2030	\$2,000,000
1.63	01/2031 for work in 11/2030	\$2,000,000
1.64	02/2031 for work in 12/2030	\$513,492
1.65	03/2031 for work in 01/2031 T01	\$45,000
1.66	04/2031 for work in 02/2031 T02	\$45,000
1.67	05/2031 for work in 03/2031 T03	\$30,000
1.68	06/2031 for work in 04/2031 T04	\$30,000
1.69	07/2031 for work in 05/2031 T05	\$30,000
1.70	08/2031 for work in 06/2031 T06	\$30,000
1.71	09/2031 for work in 07/2031 T07	\$30,000
1.72	10/2031 for work in 08/2031 T08	\$30,000
1.73	11/2031 for work in 09/2031 T09	\$30,000
1.74	12/2031 for work in 10/2031 T10	\$30,000
1.75	01/2032 for work in 11/2031 T11	\$30,000
1.76	02/2032 for work in 12/2031 T12	\$30,000
1.77	03/2032 for work in 01/2032 T13	\$30,000
1.78	04/2032 for work in 02/2032 T14	\$30,000
1.79	05/2032 for work in 03/2032 T15	\$30,000
1.80	06/2032 for work in 04/2032 T16	\$30,000

1.81	07/2032 for work in 05/2032 T17		\$45,000
1.82	08/2032 for work in 06/2032 T18		\$45,000
		Total for Task:	\$165,000,000
Notes:			
<ol style="list-style-type: none"> 1. Anticipated dates for reimbursement request. 2. Schedule of Values in Exhibit G. 3. Values are estimated. Actual values will vary. 4. Largest 3 month sequence of Payment is for months 1 through 3 totaling \$20,886,508. 			

PROJECT BUDGET SUMMARY: Grant funding must not exceed the category totals for the Project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services	\$ 165,000,000
Total:	\$ 165,000,000

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Figure 1. C-51 Reservoir Location Map

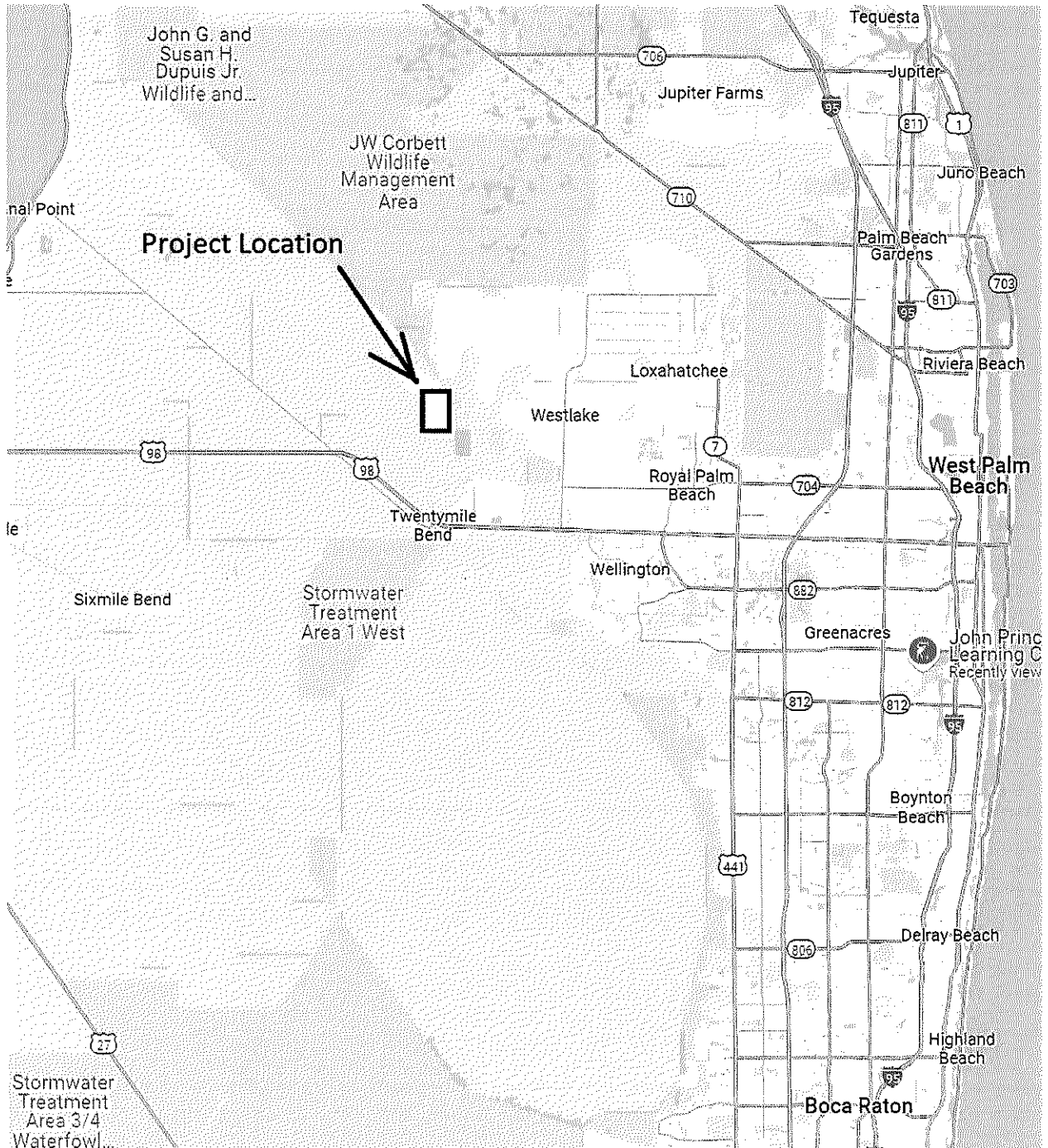


Figure 2. C-51 Reservoir Project Phasing Map

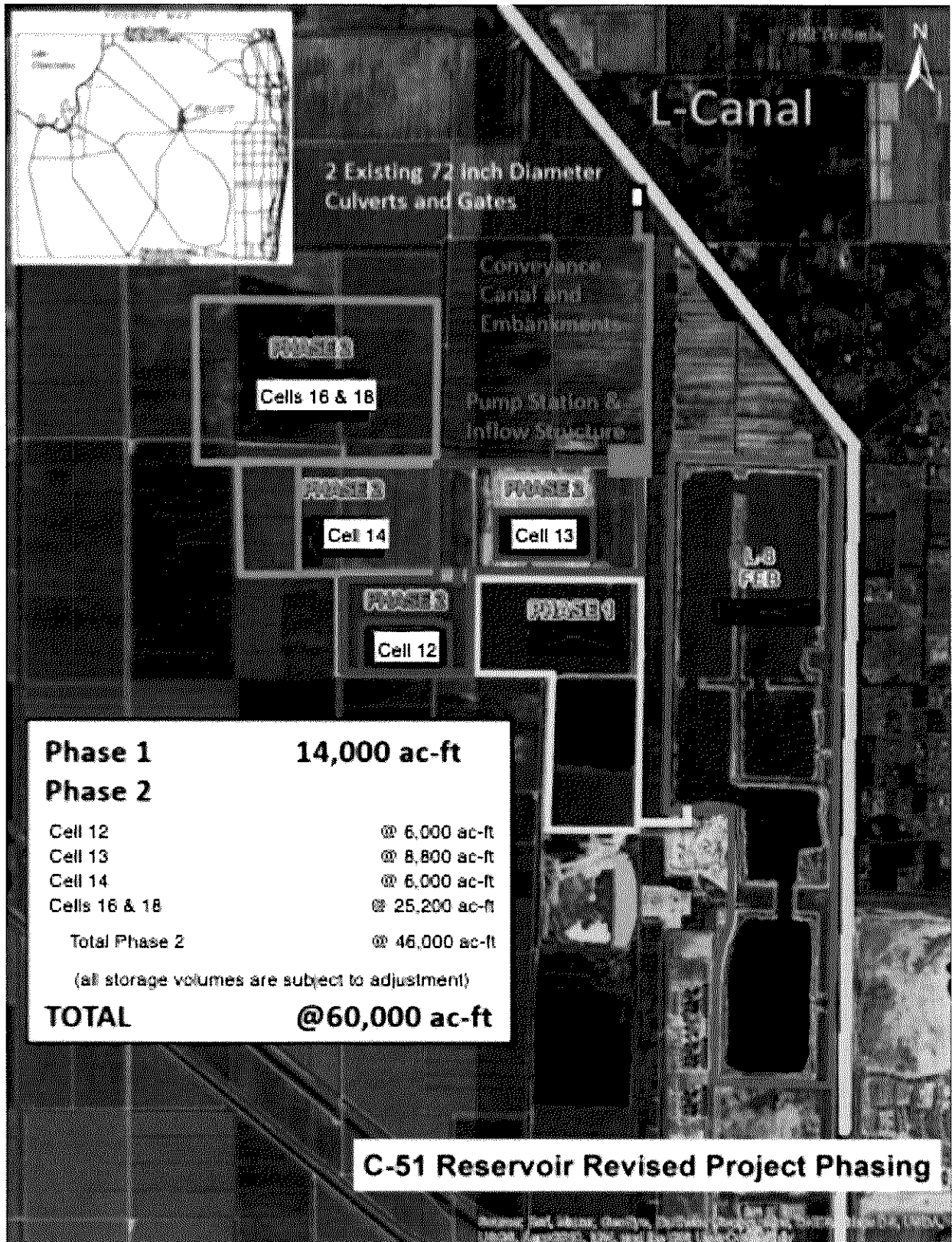


Figure 3. C-51 Reservoir Project Features Map



Exhibit G

**C-51 Reservoir – Phase 2 Inflow Structure, Outflow Pump Station,
Connection Canal, and Additional Construction Project Schedule of Values**

C-51 Phase 2 OPM 15 Schedule of Values		
Deliverable	Description	Cost
	General Project Costs	
5	Payment & Performance Bonding	\$ 2,500,000
5	Mobilization	\$ 1,800,000
4 & 5	General Conditions	\$ 9,900,000
5	Cells 12 and 13 Maintenance Dewatering	\$ 4,400,000
4 & 5	Engineering & Construction Management	\$ 3,900,000
5	Engineering Final As Built Plans and Survey	\$ 200,000
4 & 5	Materials Testing and Quality Control	\$ 3,700,000
2 & 3	Design & Engineering	
2 & 3	Automation and Telemetry of the L-8 Gates	\$ 500,000
2 & 3	Connection Canal to L-8 Canal	\$ 1,000,000
2 & 3	Cell 13 Pump Station	\$ 2,200,000
2 & 3	Cell 13 Intake Structure	\$ 1,200,000
2 & 3	Cell 13 Pump Station Redesign	\$ 800,000
2 & 3	Cell 13 Intake Structure Redesign	\$ 700,000
2 & 3	Cell 14 Design	\$ 800,000
	L-8 Canal Automation and Telemetry	
5	Construction	\$ 4,450,000
5	As-Built Drawings, SFWMD Registration and Acceptance	\$ 50,000
5	Connection Canal and Embankments - Cell 13 to L-8 Canal (about 1.5 miles)	
5	Construction	\$ 9,075,000
5	As-Built Drawings	\$ 25,000
5	Expansion of Cells 12 and 13 Interior Canals	
5	Construction	\$ 1,975,000
5	As-Built Drawing	\$ 25,000
5	Construction of Intake Structure and Outflow Pump Station	
5	Dewatering	\$ 5,200,000
5	Earthwork	\$ 9,000,000
5	Cofferdam and Permanent Sheetpile	\$ 16,400,000
5	Concrete	\$ 27,200,000
5	Building	\$ 6,200,000
5	Pipe Between Structures	\$ 2,500,000
5	Mechanical/Metals	\$ 6,000,000
5	Pumps	\$ 4,500,000
5	Electrical	\$ 6,000,000
5	Sitework	\$ 3,000,000

C-51 Phase 2 OPM 15 Schedule of Values

Deliverable	Continued Description	Cost
	Patial Construction of Storage Cell 14	
5	Dewatering	\$ 1,600,000
5	Maintenance Dewatering	\$ 3,200,000
5	Foundation Stripping Degrubbing and Muck Removal	\$ 700,000
5	Foundation Excavation and Embankment Construction to 18 feet NAVD	\$ 13,500,000
5	Cell Excavation (Approximately 20% or 36 acres)	\$ 3,000,000
5	Interior Canals	\$ 0
5	Slurry Wall	\$ 0
5	Key Trench Excavation	\$ 0
5	Perimeter Ditch & Road	\$ 0
5	Toe Drain in Place	\$ 0
5	RCC	\$ 0
5	Stormwater Pond	\$ 0
5	Sodding & Seeding	\$ 0
5	Existing Storage Capacity (approximately 20% at \$5,667 per acre-feet)	\$ 6,800,000
6	Develop Operating & OMRRR Plan and Acceptance Plan with SFWMD	\$ 400,000
6	Operational Testing and Report	\$ 600,000
	Total	\$ 165,000,000

**C-51 Reservoir Phase 2 Project
Project Completion Schedule**

Description	Milestone Dates
Task 1 – Verification of Separate Interest This task must be completed before any payments by the Grantee to Sub-Contractor	Upon Execution – Completed
Task 2 - Documentation of Completed Draft and Final Design	October 2025 - December 2026
Task 3 - Documentation of SFWMD Concurrence Final Design, Professional Certifications, Completed and Approved Permits	November 2025 – February 2026
Task 4 - Draft Operating Plan	October 2025 - April 2027
Task 5 – Monthly Construction Status Reports and As-Built Drawings	October 2025 – December 2030
Task 6 – Final Operating Plan, Operation Testing and subsequent Report, and As-Built Drawings	January 2029 – June 2031
<u>Delivery Dates</u>	
Final Operations Plan	June 2029
12 to 18 month Operational Testing	June 2032
Report on Operational Testing	August 2032

Sub-Contractor shall use its best efforts to achieve the Project milestones listed above within the time periods specified. If Sub-Contractor anticipates a delay in achieving any of the Project milestones listed above, Sub-Contractor shall promptly notify County in writing of such anticipated delay and work with County to minimize the delay and develop an amended schedule.

**Advanced Payment Request
Unchanged from Original Grant**



October 7, 2025

**Environmental
Resources Management**
2500 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
FAX: (561) 233-2414
www.pbc.gov/erm

Dana R. Jones, GOCIII, FCCM
Dana.R.Jones@FloridaDEP.gov
Office: 850-245-2228

Office of Water Policy & Ecosystems Restoration
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS 24
Tallahassee, Florida 32399-3000

**SUBJECT: DEP GRANT NUMBER OWP15
REQUEST FOR ADVANCED PAYMENT FUNDS FOR C-51
RESERVOIR PHASE II INFLOW STRUCTURE, OUTFLOW
PUMP STATION, AND CONNECTION CANAL PROJECT**



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

Ms. Jones,

Palm Beach County (PBC) is requesting Three (3) Months of Advanced Payment Funds for the C-51 Reservoir Phase II Inflow Structure, Outflow Pump Station, and Connection Canal Project (Project) based on the attached Florida Department of Environmental Protection's (DEP's) approved schedule of values (Exhibit G and Budget Detail by Task Table from Grant Agreement). Prepayment funding of \$20,886,508 is requested based on the schedule of values found on Exhibit G.

Completion of this Project will provide the state with 14,800 acre-feet of long-term storage providing regional benefits to large incorporated and unincorporated areas within PBC. The potential benefits include providing backup storage for the South Florida Water Management District's (SFWMD's) L-8 Flow Equalization Basin for large rainfall events thereby assisting the SFWMD's Stormwater Treatment Areas in meeting its water quality goals, reduced undesirable discharges to the Lake Worth Lagoon (LWL) Estuary, improved water quality and timing of discharges to the LWL Estuary, improved environmental and urban water supply resiliency, and improved flood damage reduction.

While PBC is pleased to assist in implementing this important Project, PBC did not budget for the interest expense of providing multimillion-dollar payments and waiting for reimbursement. PBC is providing the staff with technical knowledge and experience to manage the grant for this complex Project. Considering these factors, PBC is requesting advance payment that corresponds to the first three months of the payment schedule which have the largest total expected payments.

"An Equal Opportunity Employer"
Official Electronic Letterhead



As required, PBC will keep the advanced funds in a separate interest-bearing account. The interest earned will be reported using the Florida Department of Environmental Protection Advanced Funds Expended and Interest Earned Memo (Exhibit E1 of the Grant Agreement) as part of the quarterly grant reports. PBC, upon each use of interest earnings towards the Project, will submit a report in sufficient detail for the DEP to determine the use of the funds for the Project. Any interest not used to pay Project costs will be returned to DEP within sixty (60) days of the grant Agreement expiration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deborah Drum".

Deborah Drum, Department Director
Environmental Resources Management

Attachment(s): Exhibit G and Budget Detail by Task Table from Grant Agreement

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

Attachment 5

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>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), 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 the current 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 the current 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 <https://www.myfloridacfo.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:

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 the current Rules of the Auditor General, as applicable.

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 the current 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-A

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
OWP15	Department of Environmental Protection	2024-2025	37.091	C-51 Reservoir Implementation	\$100,000,000.00	141122
OWP15	Department of Environmental Protection	2025-2026	37.091	C-51 Reservoir Implementation	\$65,000,000.00	141122
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	\$	165,000,000.00
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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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/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.

**Exhibit C-1
REVISED PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: OWP15 Agreement Effective Dates: _____

Grantee: Palm Beach County BOCC Grantee's Grant Manager: Paul Linton

Mailing Address: 301 N, Olive Ave., West Palm Beach, FL 33401

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$N/A	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$N/A	\$N/A	\$N/A
Contractual/Subaward (Subcontractors/Subrecipients)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$N/A	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$N/A	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$N/A	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$N/A	\$N/A	\$N/A
Supplies	\$ N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of
 (Print name of Grantee's Grant Manager designated in the Agreement)
 _____, do hereby certify for
 (Print name of Grantee/Recipient)

DEP Agreement No. OWP15 _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

 Grantee's Grant Manager Signature

 Print Name

 Telephone Number

 Grantee's Fiscal Agent Signature

 Print Name

 Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

26-0765



**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 380-040726*478

BGEX 380-040726*1295

FUND 1524 C-51 Reservoir Phase II Pump Station Grant

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 04/30/26	REMAINING BALANCE
REVENUES									
380-5114-3439	State Grant Other Phys Envir	C-51 Reservoir Phase II Pump Station	0	100,000,000	65,000,000	0	165,000,000		
	Total Fund Revenues		0	100,000,000	65,000,000	0	165,000,000		
EXPENDITURES									
380-5114-8201	Contributions-Non-Govts Agnces	C-51 Reservoir Phase II Pump Station	0	100,000,000	65,000,000	0	165,000,000	0	165,000,000
	Total Fund Expenditures		0	100,000,000	65,000,000	0	165,000,000		0

SIGNATURES	DATES
	4/30/2026
Initiating Department/Division	
	5/7/2026
Administration/Budget Department Approval	
OFMB Department - Posted	

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 6/9/2026

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 2

**C-51 RESERVOIR PHASE II INFLOW STRUCTURE,
OUTFLOW PUMP STATION, CONNECTION CANAL
AND ADDITIONAL CONSTRUCTION PROJECT
DEP AGREEMENT NO.: OWP15**

AMENDMENT 1 SUB-GRANT AGREEMENT

REVISED TO INCORPORATE \$65M 2025 APPROPRIATION

THE C-51 RESERVOIR PHASE II INFLOW STRUCTURE, OUTFLOW PUMP STATION, CONNECTION CANAL, AND ADDITIONAL CONSTRUCTION PROJECT AMENDMENT 1 SUB-GRANT AGREEMENT (“Agreement”) is made and entered into by and between C-51 Reservoir Phase 2 Pump Station, LLC, a Florida limited liability company (“Company”), with its principal offices at 20125 State Road 80, P.O. Box 700, Loxahatchee, Florida 33470, and Palm Beach County Florida, a political subdivision of the State of Florida (“County”), whose address is 300 S. Olive Ave, West Palm Beach, FL 33401. Company and County shall collectively herein be called the “Parties” and each be individually identified herein from time to time as a “Party.”

WITNESSETH:

WHEREAS, affiliates of Company have constructed Phase 1 of the C-51 Reservoir, and are constructing an additional series of reservoir cells (collectively, the “C-51 Reservoir”) capable of receiving and storing water from areas under the jurisdiction of the South Florida Water Management District (“SFWMD”) in the Southeastern region of Florida (“Region”), and discharging that water back to the Region to reduce harmful discharges to the Lake Worth Lagoon, provide water storage to support restoration of the Northwest Fork of the Loxahatchee River and other restoration efforts, combat salt water intrusion, increase water supply, provide drainage capacity for the L-8 Basin, increase resiliency, expand operational flexibility in conjunction with the SFWMD L-8 Flow Equalization Basin, and provide other water resource benefits (“Environmental Benefits”); and

WHEREAS, Phase 1 of the C-51 Reservoir consisting of a reservoir with 14,000 acre-feet of water storage capacity and appurtenant facilities and works ("Phase 1") has been completed and is operated by SFWMD for public water supply purposes as a separate project. The C-51 Reservoir Phase II Cell 12 Project ("Phase 2 Cell 12") and C-51 Reservoir Phase II Cell 13 Project ("Phase 2 Cell 13") are currently under construction and in combination are anticipated to provide an additional 14,800 acre-feet of water storage capacity and appurtenant facilities and works, pursuant to separate grant and sub-grant agreements.

WHEREAS, this Agreement addresses the development by Company of 1) a gated controlled inflow structure, outflow pump station, and connection canal ("Phase 2 IS, OPS, and CC"), with the design changes to the IS and OPS required by SFWMD, 2) automation, backup power, and telemetry of the North Conveyance Improvements culvert connection to the L-8 Canal, 3) final design, engineering, and partial construction of Cell 14, 4) connection of Cell 14 to Cell 12 or Cell 13, 5) continuing construction activities to support the balance of Phase 2 to achieve additional storage quickly and effectively ("Additional Construction"), and 6) interim operations, maintenance, repair, rehabilitation, and replacement during construction, while final improvements of Cell 14 are completed and during an operations testing period.

WHEREAS, County supports the Phase 2 IS, OPS, and CC to provide for operations of the additional water storage capacity provided by Phase 2 Cell 12 and Phase 2 Cell 13, as set forth below (the "Capacity Reservation") to support the Environmental Benefits and the Additional Construction to expedite the construction of additional storage; and

WHEREAS, County has entered into that certain grant agreement between County and State of Florida Department of Environmental Protection ("DEP") for the Phase 2 Inflow Structure, Outflow Pump Station, and Connection Canal identified as DEP Agreement No. OWP-15 as amended to incorporate the \$65 Million 2025 Legislative Appropriation ("DEP Grant Agreement"); and

WHEREAS, this Agreement has been pre-approved by DEP as the agreement with Sub-Recipient regarding the Project as referenced in Attachment 3, Grant Work Plan, to the DEP Grant Agreement; and

WHEREAS, at completion of construction, the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal and Additional Construction will be conveyed to C-51 Reservoir 2 Inc, a Florida not-for-profit corporation similar to the ownership structure of Phase 1 (“NFP”); and

WHEREAS, because the operation of the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction is dependent upon and will benefit the SFWMD's regional system and as the operations of the Phase 2 Inflow Structure, Outflow Pump Station, and Connection Canal would require real-time coordination with other SFWMD operations in the L-8 Basin, the Parties will request that SFWMD operate, maintain, repair, rehabilitate, and replace (“OMRRR”) the Phase 2 Cell 13 IS, OPS, and CC, and Additional Construction, either immediately or after a time period to be mutually agreed upon. If SFWMD accepts the OMRRR, then a separate OMRRR Agreement (“SFWMD Phase 2 OMRRR Agreement”) will be negotiated between the Parties and SFWMD; and

WHEREAS, the Company and the County acknowledge that current funding and staffing limitations of the SFWMD make immediate acceptance of OMRRR challenging and that OMRRR by an interim entity may be beneficial to the SFWMD and facilitate construction of additional storage cells. Also given the expected continuation of mining outside the Project and the required facilities such as the crusher plant and conveyor belt, considerable details on ownership, easements, and post mining removal requirements will need to be worked out before OMRRR can be accepted by the SFWMD; and

WHEREAS, at such time as the entire storage capacity of Phase 2 Cell 12 and Phase 2 Cell 13 is completed and the Phase 2 IS, OPS, and CC is completed and operational (hereafter called “C-51 Phase 2 Reservoir with Cells 12 & 13”) and the 12 to 18 month Operational Testing Period is successfully completed, then the Parties will request that SFWMD assume operations of C-51 Phase 2 Reservoir with Cell 12 & Cell 13 to implement the Environmental Benefits set forth above after the Operational Testing Period either immediately or after a specified period.

NOW, THEREFORE, for mutual consideration, the Parties agree the above recitals are true and correct and are incorporated into this Agreement, and further agree as follows:

1. **DEFINITIONS** – As used in this Agreement, the following terms shall have the following meanings:
 - 1.1 **Affiliate** – shall mean, when used to indicate a relationship with a specific Person, another Person that directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by, or is under common control with, such specific Person. A company shall be deemed to be an Affiliate of another company if one directly or indirectly controls the other or if each of them is directly or indirectly controlled by the same Person.
 - 1.2 **C-51 Phase 1 Reservoir** – shall have the meaning set forth in the Whereas clauses and as defined in the Reservoir ERP Permit. This water supply reservoir was constructed using Cell 9, 10, and 11 providing 14,000 acre-feet of usable storage volume.
 - 1.3 **C-51 Phase 2 Reservoir with Cell 12 & Cell 13** – A reservoir created using Cell 12 and Cell 13 and will be connected to the L-8 Canal by the Inflow Structure, Outflow Pump Station, and Connection Canal providing 14,800 acre-feet of usable storage volume.
 - 1.4 **Water Storage Volume** – shall mean the anticipated as-built water storage capacity in Phase 2 Reservoir with Cell 12 & Cell 13 of 14,800 acre-feet at build-out of Phase 2 Cell 12 and Phase 2 Cell 13. The Water Storage Volume is the usable water storage volume between negative 20 feet NAVD and 16.5 feet NAVD. In the C-51 Reservoir Phase 1, the Water Storage Volume was referred to as a Capacity Allocation as the useable storage volume was associated with water supply allocations. There currently are not Water Supply Allocations associated with the C-51 Reservoir Phase 2. Water Storage Volume is being used in this document to prevent confusion with water supply allocations.
 - 1.5 **Project Agreement** – shall mean this agreement between the Company and County.
 - 1.6 **Project Cost Share** – shall mean the \$165,000,000 DEP Grant.
 - 1.7 **Commissioning and Testing** - shall mean the testing of the gates, pumps, backup generators, SCADA, and electrical components, including completion of the manufacturer’s testing which shall include a pump tests with all units running for a minimum of two hours with a water level in the reservoir below negative 15 feet NAVD.

- 1.8 **Contractor Warrantee** – shall mean the construction warrantee from the general contractor for the Phase 2 IS, OPS, and CC to the Company and the County, in which the general contractor warrants to the Company and County that Phase 2 IS, OPS, and CC construction conforms to the requirements of the construction plans and specifications and the applicable ERP Permits and will be free from defects. The Contractor Warrantee will be for the longer of one (1) year after the manufacturer’s warrantees expire, or completion of Operational Testing Period, and shall include any warrantee issues arising during the Operational Testing Period other than those covered by the manufacturer’s warrantees.
- 1.9 **DEP** – shall mean the Florida Department of Environmental Protection.
- 1.10 **DEP Grant Agreement** - shall mean the Grant Agreement for the C-51 Reservoir, Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction entered into between DEP and County to fund the construction of the C-51 Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction pursuant to this Agreement, identified as DEP Agreement No. OWP-15.
- 1.11 **DEP Sub-Grant Agreement** – shall mean this Sub-Grant Agreement to the DEP Grant Agreement between Company and County in which Company agrees to construct the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction for the Environmental Benefits. The Sub-Grantee is also referred to as the Sub-Recipient in the DEP Grant Agreement.
- 1.12 **Final Completion** – shall mean satisfaction of any punch list items identified after Substantial Completion and receipt of the As-Built Drawings and Reports. The Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction shall be transferred to the NFP within sixty (60) days of Final Completion.
- 1.13 **Force Majeure** – shall mean a hurricane, earthquake, pandemic, or other casualty caused by nature, or labor strike, war, or law, order, pandemic, supply chain interruption, labor shortage, federal trade policies and tariffs, proclamation, regulation, or ordinance of any governmental agency that prevents the performance of this Agreement, or any obligation hereunder.

- 1.14 **Local Government Prompt Payment Act** – shall mean Section 218.70, et al., Florida Statutes.
- 1.15 **Manufacturers’ Warrantees** – shall mean the manufacturers’ warrantees for materials and equipment incorporated into Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction construction, e.g., pumps, motors, gates, etc., which manufacturers’ warrantees will be for a period of one (1) year after completion and certification of the manufacturer’s testing which shall include a pump tests with all units running for a minimum of two hours with a water level in the reservoir below negative 15 feet NAVD.
- 1.16 **Month or Monthly** – shall mean a period extending from 9:00 a.m. Eastern Time on the first Day of a calendar month and ending at 8:59 a.m. Eastern Time on the first Day of the succeeding calendar month, unless otherwise agreed to by the Parties.
- 1.17 **Operations Agreement** – shall mean the anticipated agreement between the NFP and the SFWMD or the County or another entity to operate, maintain, repair, replace and rehabilitate (“OMRRR”) the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, Culverts, Cell 12, and Cell 13, and Additional Construction or other agreement with a qualified operator for these purposes.
- 1.18 **Operation Date** – shall mean the date when the construction of the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction has been completed and are capable of operating such that all of the Water Storage Capacity is available to the Regional System and an entity has agreed to accept OMRRR. The Water Storage Capacity, is available when:
- 1.18.1 Phase 2 Cell 12 construction is fully complete (excavated to -20 feet NAVD-1988 with the interior perimeter collection canal completed in accordance with the attached Internal Conveyance Canals and Cross Section and completed construction of the revetment);

- 1.18.2 Phase 2 Cell 13 construction is fully complete (excavated to -20 feet NAVD-1988 with the interior perimeter collection canal completed in accordance with the attached Internal Conveyance Canals and Cross Section and completed construction of the revetment);
 - 1.18.3 Phase 2 Cell 13 storage is fully connected to Phase 2 Cell 12 with the interior perimeter collection canal completed in accordance with the attached Internal Conveyance Canals and Cross Section;
 - 1.18.4 The farm canals connecting Phase 2 Cell 13 to the L-8 Canal have been improved as necessary for the effective use of Phase 2 Cell 12 and Phase 2 Cell 13;
 - 1.18.5 All other features of the Phase 2 Inflow Structure and Outflow Pump Station have been completed and are operationally capable of fully filling and emptying Phase 2 Cells 12 and 13;
 - 1.18.6 The automation, backup power with fuel supply for seven day, and telemetry of the North Conveyance Improvements culvert connection to the L-8 Canal have been completed and successfully registered to the SFWMD SCADA system and tested;
 - 1.18.7 The as-built plans and operation manuals have been completed;
 - 1.18.8 Dewatering of Cell 14 is complete and it remains dewatered and separated from Cell 12 and Cell 13 or the construction of Cell 14 is complete and it is connected to Cell 12 and Cell 13.
 - 1.18.9 The 12 to 18 month Operational Testing Period has been successfully completed; and (8) work requiring a dewatered Cell 14 is complete. Interim operations may be implemented upon mutual agreement between the parties.
- 1.19 **Operational Testing Period** – shall mean the anticipated 12 to 18 month testing period following Final Completion and transfer to the NFP, depending upon water availability,

which requires inflow of water into C-51 Phase 2 Reservoir with Cell 12 & Cell 13 to a minimum stage of seven (7) feet NAVD and lowering to negative twenty (20) feet NAVD. The Project includes all of the logistics and costs of this testing period including quarterly or more frequently mowing of the grass for the exterior of Cell 12 and Cell 13 and the embankment along the connection canal.

- 1.20 **Phase 2 Cell 12** – shall mean the approximately 185 acre Cell 12 of the C-51 Reservoir. The expected Water Storage Capacity of Phase 2 Cell 12 is 6,000 acre-feet above -20 feet NAVD-1988. The Company has obtained SFWMD review of the design using the SFWMD “Doc-Check” process, the design and constructed project meet the SFWMD standards for acceptance for OMRRR by the SFWMD and the provided design input, and this portion of the project is under construction.
- 1.21 **Phase 2 Cell 13** – shall mean the approximately 270 acre Cell 13 of the C-51 Reservoir. The expected Water Storage Capacity of Phase 2 Cell 13 is 8,800 acre feet above -20 feet NAVD-1988. The Company has obtained SFWMD review of the design using the SFWMD “Doc-Check” process, the design and constructed project meet the SFWMD standards for acceptance for OMRRR by the SFWMD and the provided design input, and this portion of the project is under construction.
- 1.22 **Phase 2 Cell 14** – shall mean the approximately 177 acre Cell 14 of the C-51 Reservoir. The expected Water Storage Capacity of Phase 2 Cell 13 is 6,000 acre feet above -20 feet NAVD-1988. Cell 14 shall be designed and constructed based on Cell 12 and Cell 13. Before construction the Company has obtained SFWMD approval of the design using the SFWMD “Doc-Check” process and received. The design and constructed project meet the SFWMD requirements for acceptance for OMRRR by the SFWMD.
- 1.23 **Phase 2 Inflow Structure, Outflow Pump Station, and Connection Canal or Phase 2 IS, OPS, and CC** – shall mean all of the improvements and easements required to provide the required conveyance from Phase 2 Cell 13 to the L-8 Canal, including easements, canal conveyance improvements, culverts, gates, pump station, pumps, providing commercial power, backup power for building function and equipment (e.g. lights, telemetry, and gate

operation) excluding backup power for the pumps as these pumps do not provide flood protection, and other improvements to be determined during the design process for these facilities, with input from Company, County and SFWMD and subject to the approval of the design, materials, and equipment by the SFWMD. Telemetry shall include water level readings upstream and downstream of the bar screen of the inflow structure and for the interior of the reservoir. The Company is in the process of obtaining SFWMD review of the design using the SFWMD “Doc-Check” process, so that the design and constructed project meet the SFWMD requirements for acceptance for OMRRR by the SFWMD and the provided design input.

- 1.24 **Phase 2 Site** – shall mean an area owned by Company in Palm Beach County, Florida, that is located generally west of SFWMD L-8 Reservoir and north of State Road 80, lying generally to the west and north of the Phase 1 Reservoir site, as depicted on Appendix A, upon which the Phase 2 Inflow Structure, Outflow Pump Station, and Connection Canal will be constructed.
- 1.25 **Reservoir ERP Permit** – shall mean the Environmental Resource Permit No. EC 50-0301070-002 issued by DEP for the C-51 Reservoir, as such Reservoir ERP Permit may be amended and renewed from time to time.
- 1.26 **OMRRR Cost** – shall mean the cost for the operation, maintenance, repair, rehabilitation and replacement of Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction pursuant to the Operation Agreement, as provided in Section 6.3 below. The OMRRR Cost will be amended to add the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction OMRRR cost upon completion of same. OMRRR includes quarterly or more frequent mowing of 1) the grass on the exterior slopes of Cell 12 and Cell 13; 2) grass areas of the drainage swales and stormwater ponds; 3) embankments of the connection canal during the construction period and the operational testing period.
- 1.27 **Substantial Completion** – shall mean the completion of construction of the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction.

2. C-51 RESERVOIR PHASE 2 IS, OPS, and CC

2.1 Company shall construct Phase 2 Inflow Structure (IS) with a minimum capacity of 300 cfs, Outflow Pump Station (OPS) with a minimum capacity of 150 cfs, and Connection Canal (CC) Canal and embankments (CC), and culverts, required to convey water to and from the L-8 Canal with L-8 Canal Stages up to 18.0 feet NAVD with three feet of free board, on the Phase 2 Site, pursuant to the Reservoir ERP Permit to provide the Phase 2 Cell 12 and Phase 2 Cell 13 Storage Capacity. Company is responsible for preventing/repairing damage (e.g. erosion of embankment) until the embankment are fully complete with established sodded grass and the Operational Testing Period is completed. Construction of the Inflow Structure and Outflow Pump Station and the Additional Work requires that the water level in Cell 12 and Cell 13 be maintained below negative 15 feet NAVD until completion. The additional construction for Cell 14 will be limited to the following:

- Partial construction of approximately 1.5 miles of embankment with a crest elevation of at least 18.0 feet NAVD to provide the required platform for future installation of the seepage barrier. The constructed slopes shall be 3 Horizontal to 1 Vertical (3H:1V) or less and the exterior slope shall be sodded with Bahia Grass meeting the FDOT requirements.
- Dewatering required to achieve and maintain the water level necessary to facilitate the partial construction of the approximately 1.5 miles of embankment.
- Excavation of 20 percent the interior of Cell 14 to at or below negative 20 feet NAVD.
- Cost of 20 percent of the Existing Storage Capacity.
- Automation of the North Conveyance Improvements culvert connection to the L-8 Canal. This automation shall include gate automation, telemetry, equipment required

for radio communication, backup generator, fuel source for 7 continuous days of power outage, and equipment building.

The following construction and associated funding are required to complete Cell 14:

- Construction of approximately 1.5 miles of 48 feet deep Seepage Barrier installed from +18.0 to negative 30 feet NAVD
- Remaining construction of approximately 1.5 miles of embankment to a crest elevation of 24.0 feet NAVD. The constructed slopes shall be 3 Horizontal to 1 Vertical (3H:1V) or less and the exterior slope shall be sodded with Bahia Grass meeting the FDOT requirements. The interior slopes and crest shall be constructed with Roller Compacted Concrete (RCC) revetment with an underdrain systems as used in Cell 13.
- Construction of approximately 0.9 miles of Roller Compacted Concrete (RCC) revetment covering the interior slopes of the embankment between Cell 14 and Cells 12 and 13, and RCC revetment for the balance the interior of Cell 14. Revetment shall include an underdrain like Cells 12 and 13.
- Dewatering to achieve and maintain a water level to facilitate the interior excavation.
- Excavation of the remaining 80 percent the interior of Cell 14 to at or below negative 20 feet NAVD.
- Cost of the remaining 80 percent of the Existing Storage Capacity.
- Stormwater Pond for Cell 14 runoff meeting all of the applicable volume and water quality requirements.
- Construction of the Interior Distribution and Collection Canals (Interior Canals) for Cell 14. These canals are located at least 300 feet from the interior edge of the limestone and consist of eight feet deep (-20 to -28 feet NAVD) canals with a bottom widths of ten feet and side slopes of 6 Horizontal to 1 Vertical (6H:1V).
- Construction of a connection between Cell 14 either Cell 12 or Cell 13. This connection would have a minimum width of 260 feet from the edge of limestone to edge of

limestone. Top of limestone cut shall be at least 300 feet from any corner of reservoir. Minimum top of limestone ledge width of 70 feet within the connection footprint.

- Construction of a Interior Canal centered in the connection between Cell 14 and either Cell 12 or Cell 13. This canal would consist of eight feet deep (-20 to -28 feet NAVD) canals with a bottom width of sixty (60) feet and side slopes of 6 Horizontal to 1 Vertical (6H:1V).

To maintain the full operational range of Cell 12 and Cell 13, Cell 14 will remain unconnected to Cell 12 and Cell 13 until full funding for completion of Cell 14 is obtained. With existing funding the scope of this work does not include providing additional usable storage volume. If full funding is obtained an amendment to this Agreement providing the required additional funds will include specific requirements for delivered usable storage volume and recompensation criteria if the usable storage volume delivered is less than the specified usable storage volume.

After completion of construction of the Fully Functional Completed Phase 2 Cells 12 and 13, and the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, automation, backup power, and telemetry of the North Conveyance Improvements culvert connection to the L-8 Canal, and if connected Cell 14, the sub-grantee will implement the Operational Testing Period. After completion of the Operational Testing Period, an interim or final entity will be identified to continue the OMRRR of the Fully Functional Phase 2 Cells 12 and 13 and the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction for benefit of the regional system. The County has no obligation to provide funding or staffing for OMRRR. The transfer of OMRRR to SFWMD shall be subject to the negotiation of a mutually acceptable agreement setting forth the terms of SFWMD's OMRRR responsibilities, including but not limited to SFWMD's agreement to operate the Fully Functional Phase 2 Cells 12 and 13 and the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction to provide the Environmental Benefits. The County will have no obligation to approve said transfer absent a mutually acceptable agreement. If SFWMD does not accept the OMRRR, then County may at its sole discretion operate the Fully Functional Phase 2 Cells 12 and

13 and Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction with minimal effort with minimal expenses, such as allowing for gravity flow into and out of the reservoir and cutting the grass, or pursuant to other agreement with a qualified operator for these purposes. The County's decision whether to accept OMRRR is at its sole and absolute discretion, and Company hereby releases any claims against the County should the County decide not to accept OMRRR.

- 2.2 Company and County shall work together to develop a long term plan identifying the SFWMD requirements for acceptance of OMRRR for Cell 12, Cell 13, and Cell 14 and for the potential future Cell 15, Cell 16, Cell 17, and Cell 18. The plan shall identify a schedule for acceptance of OMRRR including ownership, easements, plan for turnover of land, removal of PBA mining equipment as may be necessary, and required funding.
- 2.3 Company will comply with the requirements of the applicable ERP Permit.
- 2.4 County will be responsible for providing timely reviews, design input, payment approvals, and meeting attendance as set forth in the DEP Grant Agreement. Company will be responsible for performing all of the remaining work required to develop and finalize the Grant Deliverables, including but not limited to final engineering, construction plans, specifications, progress reports, payment requests, and construction as-built drawings.
- 2.5 Payments will be limited to the funds available from the \$165,000,000 DEP Grant with the corresponding limits on payments. Based on the County receiving a Grant prepayment of \$20,886,508 (based on the highest total of three consecutive estimate payments) the payment requests by the Company shall not exceed the grant funds available to the County. The County is not required to use County funds to provide payment to the Company if the payment request from the Company exceeds the available prepayment Grant Funds. When the County has sufficient prepayment funds the County will provide payment in a timely manner consistent with the Local Government Prompt Payment Act. DEP may provide but is not required to provide additional Grant prepayment if the DEP increases the Grant. If DEP increases the Grant and increases the prepayment amount the County will provide payment based on the available funds.

3. TERM OF AGREEMENT; TERMINATION

3.1 **Term of Agreement.** The Term of this Agreement shall commence on the date the last party executes the Agreement and shall extend for the earlier of (i) the useful life of Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction as may be extended through renewal and replacement, or (ii) the term of the Reservoir ERP Permit, as renewed from time to time. The Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction may be transferred to the SFWMD if the SFWMD accepts the OMRRR responsibilities through the Operations Agreement. If the SFWMD does not accept the OMRRR Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction may be transferred to the County or another identified entity either temporarily or permanently.

3.2 **Termination.** Upon delivery of written notice to Company, as defined by Article 15 below, County may terminate this Agreement:

3.2.1 If Company fails to notify County, on or before December 15, 2026, that it has commenced the construction of Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction; or

3.2.2 Pursuant to the provisions of Section 10.2; or

3.2.3 If Company fails to deliver a completed Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction and a successfully completed operational test by June 30, 2031, as may be extended by Force Majeure, provided, however, that the deadline to achieve Operation shall be extended automatically for a period of six (6) additional months in the event a surety under any completion or performance surety agreement exercises its surety rights to complete the Phase 2 Inflow Structure, Outflow Pump Station, and Connection Canal (the "Long-Stop Date").

3.3 If County has not terminated the Agreement pursuant to Section 3.2.1 or Section 3.2.2, then County may not terminate the Agreement prior to the Long-Stop Date, except pursuant to Section 3.2.3.

4. TRANSFER OF OWNERSHIP, OPERATIONAL CONTROL BY COMPANY

4.1 Within sixty (60) days of Final Completion, ownership of the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction will be transferred to the NFP at no cost to the County of the NFP.

4.2 Commencing on the Operation Date, Company shall transfer operational control of the operational Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction, for the purposes as set forth in this Agreement.

4.3 The Parties acknowledge that SFWMD is intended to eventually be responsible for the ownership, operation, maintenance, repair, replacement, and rehabilitation (“OMRRR”) of the Regional System necessary for conveyance of the water from the Fully Functional Phase 2 Cells 12 and 13 from the connection to the L-8 Canal within the Regional System operated by the SFWMD. Notwithstanding Company’s commitment to cause operational control of the operational Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction to be delivered to SFWMD, County or other entity, Company shall not be responsible for, and undertakes no obligation to SFWMD, County or other entity for physical delivery or conveyance of water from the completed C-51 Phase 2 Reservoir with Cell 12 & Cell 13 beyond its delivery to the L-8 Canal. Company’s sole obligation to SFWMD, County or other entity shall be Company’s continued compliance with this Agreement and the Reservoir ERP Permit.

5. MILESTONE PAYMENTS

5.1 As set forth in Appendix B which replicates the Attachment 3 of the DEP Grant Agreement, Company shall submit invoices monthly or less frequently to County and must include DEP’s written approval of each preceeding deliverable, based on the Schedule of Values for Payment Milestones, and include written approval of the engineering firm approved by Grantee but paid from grant funds by Company (“Third-Party Engineer”). County shall

make periodic milestone progress payments based on Company's schedule of values for work completed, in accordance with the DEP Grant Agreement.

- 5.2 Company must send each Payment Request Summary Form to the County and DEP in accordance with the DEP Grant Agreement to the following addresses:

PALM BEACH COUNTY
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411-2743
DEPARTMENT OF ENVIRONMENT RESOURCES MANAGEMENT
4TH FLOOR

ATTENTION: PAUL F. LINTON
WATER RESOURCES MANAGER

Additional Contact Information
plinton@pbcgov.org
Office: 561-355-4600 Mobile: 561-718-2830

And

Grant Manager
Dana Jones, or Successor
Florida Department of Environmental Protection
Office of Water Policy and Ecosystems Restoration
3900 Commonwealth Blvd., MS# 24
Tallahassee, Florida 32399
Telephone No.: (850) 245-2228
E-mail Address: Dana.R.Jones@FloridaDEP.gov

Assistant Grant Manager
Sara Bell, or Successor
Florida Department of Environmental Protection
Office of Water Policy and Ecosystems Restoration
3900 Commonwealth Blvd., MS# 24
Tallahassee, Florida 32399
Telephone No.: (850) 245-2193
E-mail Address: Sara.Bell@FloridaDEP.gov

- 5.3 Company acknowledges that payment will be made by DEP in accordance with the DEP Agreement and County shall have no obligation to make such payments if it does not receive the grant funds from DEP.

County acknowledges that entering into this Agreement does not convey any ownership, equity, or property rights in the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction, other than the use of the Water Storage Volume and any easements or licenses that may be necessary for access to the L-8 Canal and for OMRRR. During the time period between the completion of Phase 2 Cell 12 and Phase 2 Cell 13 construction and the completion of the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction, the Company shall provide the required OMRRR which is expected to be limited to quarterly mowing of the grass associated with Cell 12, Cell 13, the Connection Canal, and Additional Construction. At such time the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction are completed and the subsequent operational test successfully completed, then the Parties will request that SFWMD assume OMRRR of the C-51 Phase 2 Reservoir with Cell 12 and Cell 13, to implement the Environmental Benefits set forth above based on the SFWMD requirements and schedule for acceptance. If the SFWMD does not immediately accept OMRRR, an interim operator acceptable to County and the SFWMD shall be identified.

6. OPERATION AND MAINTENANCE OF THE PHASE 2 IS, OPS, AND CC

- 6.1 The Parties acknowledge that in the long term SFWMD is intended to be responsible for ownership and OMRRR of Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction pursuant to the Operations Agreement. County acknowledges that Company shall be responsible for once a quarter grass cutting for a period not to exceed one year past completion of the 18 months operational testing period or 90 days past the acceptance of OMRRR responsibilities by a responsible entity. The Company and the County is not responsible for and has no obligation to fund the OMRRR of the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction beyond the 90 days of grass cutting responsibilities once the operational testing period is completed. It shall not be a default of Company's obligations to County or a Force Majeure event if SFWMD issues water use restrictions or takes other actions pursuant to its regulatory authority that impacts the ability of the Company to perform the operational test, or if SFWMD determines not to maintain or operate C-51 Phase 2

Reservoir with Cell 12 & Cell 13 Operations Agreement, in which event County may seek to enter into an agreement with another entity to operate and maintain C-51 Phase 2 Reservoir Cell 12 & Cell 13 on substantially the same terms as the Operations Agreement. While the County is identifying the long term OMRRR entity the operations may be limited to gravity flow, exercising of the gates and pumps, and quarterly cutting of the grass. Notwithstanding anything to the contrary herein, should the SFWMD determine not to enter into the Operations Agreement for C-51 Phase 2 Reservoir with Cell 12 & Cell 13, the County shall not be obligated to provide any OMRRR. If the County accepts OMRRR responsibilities either temporarily or permanently those terms will be addressed in a separate document. Consistent with Section 2.1 the County is under no obligation to accept OMRRR responsibilities.

- 6.2 Company shall use reasonable efforts to obtain and maintain any and all governmental permits, certifications or other authorizations which are required by applicable law as prerequisites for Company's engaging in the activities envisioned by this Agreement.

7. INSURANCE

- 7.1 Company shall provide and maintain, at a minimum, the insurance coverage and limits set forth in the DEP Grant Agreement at all times during this Agreement. Proof of coverage shall be provided to County each month during construction.

8. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS

AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT, BUT SUCH SURVIVAL SHALL APPLY ONLY TO THOSE CAUSES OF ACTION, IF ANY, ARISING PRIOR TO TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

9. COMPANY CONDITIONS PRECEDENT TO AGREEMENT

9.1 All of Company's obligations under this Agreement are expressly made subject to all of the following conditions, which Company agrees to use its reasonable efforts to promptly pursue and satisfy, time being of the essence:

9.1.1 Company's entering into final engineering and construction contracts for C-51 Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction, including the contract with the Third-Party Engineer approved by Company and County.

- 9.1.2 Company receiving all permits and government approvals to construct C-51 Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction.
 - 9.1.3 Company's securing a completion and performance bond or other equivalent surety to assure completion of the Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction construction ("Completion Surety").
 - 9.1.4 Reserved.
 - 9.1.5 Prior to August 31, 2026, County adopts all required resolutions and other approvals necessary to execute the DEP Grant Agreement, and to pay invoices with funding provided by DEP Grant in accordance with Attachment 3 of the DEP Grant Agreement.
- 9.2 If the conditions precedent set forth above have not been fully satisfied or waived, then Company may terminate this Agreement without liability or further liabilities or performance obligations to the other Party, by providing written notice of termination to the other Party.
- 9.3 Appendix B (Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction Project Completion Schedule), attached hereto and incorporated herein, sets forth Company's estimated outside dates for completion of construction and commencement of operations of Phase 2 Inflow Structure, Pump Station, Connection Canal, and Additional Construction. Company shall use its best efforts to achieve the project milestones listed in Appendix B within the time periods specified. If Company anticipates a delay in achieving any of the project milestones listed in Appendix B, Company shall notify the County in the monthly reports or in a separate written communication. Company and County agree that the schedule may be extended to the limit of the DEP Grant's time schedule for payment. If the Grant schedule is extended by DEP due to funding limitation that require extension of the construction schedule or the addition

of work, the schedule may be changed by the Company submitting a revised schedule approved by DEP. There will be no cost increase for time extension of up to one year.

10. COUNTY CONDITIONS PRECEDENT TO AGREEMENT

- 10.1 The parties' obligations under this Agreement are expressly made subject to DEP entering into the DEP Grant Agreement with County.
- 10.2 If the conditions precedent set forth above have not been fully satisfied or waived, then County may terminate this Agreement without liability or further liabilities or performance obligations to the other Party, by providing written notice of termination to Company.

11. DEFAULT

- 11.1 Notwithstanding anything else to the contrary contained in this Agreement, the following each constitute an "Event of Default" regardless of any claim of Force Majeure as described in Section 13 herein or otherwise:

- 11.1.1 Company or County (i) files a voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent, (iii) files any petition or answers seeking or acquiescing in any reorganization, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief of debtors, (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master, or liquidator of itself or of all or any substantial portion of its assets, (v) makes any admission in writing of its inability to pay its debts generally as they become due, or (vi) files or suffers involuntarily the filing of a petition in bankruptcy or otherwise seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similarly under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief of debtors, which remains unvacated or unstayed for an aggregate of thirty (30) days, whether or not consecutive.

- 11.1.2 Any trustee, receiver, or liquidator of all or any substantial portion of their respective assets is appointed, which appointment shall remain un-vacated and un-stayed for an aggregate of thirty (30) days, whether or not consecutive.
- 11.1.3 Company or County defaults in the due and punctual performance of any other material covenants, conditions, agreements and provisions contained in this Agreement, and such default has not been cured as soon as possible with reasonable efforts, but in any case not more than thirty (30) days after notice from the other Party specifying such default; provided, however, if it is not feasible to correct such default within thirty (30) days after notice of such default has been delivered to the defaulting Party by the other, but it is and remains feasible to correct such default after such notice, it shall not constitute an Event of Default hereunder until the earliest feasible date when a cure could be effected so long as (i) corrective action by the defaulting Party is instituted within thirty (30) days of the date of such notice, (ii) such corrective action is diligently pursued with reasonable efforts, and (iii) the defaulting Party provides to the other Party written reports each month as to the nature and progress of such corrective action.
- 11.2 If a Company Event of Default should occur, then County may, as its sole remedy for such Event of Default against Company or its surety, seek either (i) specific performance of Company's obligations under this Agreement or (ii) in the alternative, seek direct damages against Company. County acknowledges and agrees that County's right to seek specific performance or, in the alternative, to seek direct damages shall, except as set forth in this Section below, be the sole remedy for any default by Company under this Agreement. Notwithstanding any termination of this Agreement, any and all representations and indemnities of Company set forth in this Agreement shall remain in full force and effect.
- 11.3 Termination of this Agreement shall not affect the limitations of liability contained in Article 8 or the application and survival on termination of Section 11.2 for obligations arising prior to such termination or for damages, if any, resulting from default under the Agreement.

12. FORCE MAJEURE

In the event of Force Majeure, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any other right the parties may otherwise have to terminate this Agreement.

13. NOTICES

13.1 Any notices required in this Agreement must be in writing and be delivered in person, sent by certified mail, return receipt requested, sent by overnight delivery services, return receipt requested, or sent by electronic delivery system with receipt acknowledgment, as specified below:

To Company: C-51 Reservoir Phase 2 Pump Station, LLC
20125 State Road 80
P.O. Box 700
Loxahatchee, Florida 33470
Attn: Enrique Tomeu, President
etomeu@siboneycc.com
(561) 832-3110

With copy to: Greenberg Traurig, P.A.
777 So. Flagler Drive, Suite 300 East
Attn: Phillip C. Gildan
West Palm Beach, FL 33401

To County: Water Resources Manager
Environmental Resources Management
2300 North Jog Road 4th Floor
West Palm Beach, FL 33411
Paul F. Linton e-mail: plinton@pbc.gov
Office: 561-355-4600 Cell: 561-718-2830

With copy to: County Attorney 301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401
Michael W. Jones
mjones@pgc.gov

Notices shall be effective upon receipt. Notices may be given by counsel to a Party.

- 13.2 Either Party, at any time, by notice to the other Party may designate any different person(s) or different addresses for receipt of notices and correspondence.

14. GENERAL APPLICATION

- 14.1 County may not assign any of its rights or obligations under this Agreement, except with the consent of Company, which may not be unreasonably withheld. An assignment shall be evidenced by a written assignment in form and substance approved by Company. Company may transfer all or any part of its ownership rights in Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction and assign its obligations under this Agreement with the consent of County, which may not be unreasonably withheld, provided any assignee of Company agrees to assume all of Company's obligations under this Agreement. This Agreement remains in full force and effect notwithstanding any assignment by Company, change in control or ownership of Company. This Agreement is binding upon, and inures to the benefit of, the Parties, and the Parties' respective assigns, successors-in-interest and legal representatives. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to this subject matter. No modification or waiver of any term of this Agreement, or any amendment of this Agreement, shall be effective unless it is in writing and signed by the Parties.

- 14.2 All provisions of the DEP Grant Agreement specifically applicable to Company, as the sub-recipient under the DEP Grant Agreement, are incorporated into this Agreement and shall supercede any provisions of this Agreement in the event of a conflict.

- 14.3 Any waiver by either Party of its rights with respect to a default (including Events of Default) under this Agreement, or with respect to any other matters arising in connection with this Agreement, will not be deemed a waiver with respect to any subsequent default (including Events of Default).
- 14.4 The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.
- 14.5 Nothing contained in this Agreement may be construed to create an association, trust, partnership or joint venture between the Parties.
- 14.6 Section headings, titles and indexes appearing in this Agreement are inserted for convenience only and may not be construed as interpretations of text.
- 14.7 Time is of the essence in the performance of this Agreement.
- 14.8 This Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any other third party as a third-party beneficiary to this Agreement or for the services to be provided hereunder. Nothing in this Agreement nor any action taken hereunder may be construed to create any duty, liability, or standard of care to any Person that is not a Party, and any Person that is not a Party will have no rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder.
- 14.9 In the event that Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction or any part thereof is taken by the exercise of the power of eminent domain (or transferred to the holder of such power pursuant to a threatened taking) before the transfer to the NFP, *i.e.* while ownership to Phase 2 Inflow Structure, Outflow Pump Station, Connection Canal, and Additional Construction capacity is still owned by the Company, County will have no right in or to the proceeds of any award made in such condemnation (or agreed consideration in the event of a transfer pursuant to a threatened

taking). However, said taking shall be subject to the provisions of this Agreement, the DEP Grant Agreement, and any executed Operations Agreement. To the extent that said taking is not subject to these agreements, Company shall be required to refund all payments made in accordance with the DEP Grant Agreement.

- 14.10 This Agreement is governed by and will be construed in accordance with the laws of the State of Florida. Venue for any action arising under this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
- 14.11 All provisions of the Agreement that are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement will remain in effect and be enforceable following such expiration or termination.
- 14.12 This Agreement may be executed in any number of counterparts and each counterpart will represent a fully executed original as if executed by both Parties, with all such counterparts together constituting but one and the same instrument. Delivery hereof may be performed by facsimile of, or the electronic transmission of scanned, signature pages.
- 14.13 Each Party will pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement. Each Party will provide such information, execute and deliver any instruments and documents, and take such other actions as may be necessary or reasonably requested by the other Party (at the cost and expense of the other Party) in order to give full effect to this Agreement and to carry out the intent of this Agreement.
- 14.14 The Parties undertake to act fairly and in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its purposes and objectives.
- 14.15 Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement have the meanings specified in the Whereas clauses and Section 1; (b) the gender of all words used herein shall include the masculine, feminine and neuter and the singular will include the plural; (c) unless otherwise specified, references to

“Articles,” “Sections,” “Schedules,” “Annexes,” “Appendices” or “Exhibits” (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits (if any) of this Agreement, as the same may be amended, modified, supplemented or replaced from time to time hereunder; (d) all references to a Person includes a reference to such Person’s successors and permitted assigns; (e) the words “herein,” “hereof” and “hereunder” will refer to this Agreement as a whole and not to any particular Section or Subsection of this Agreement; (f) all accounting terms not specifically defined herein will be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (g) references to this Agreement will include a reference to all Articles, Sections, Schedules, Annexes, Appendices, and Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; (h) references to any agreement, document or instrument will mean a reference to such agreement, document, or instrument as the same may be amended, modified, supplemented, or replaced from time to time; (i) the use of the word “including” in this Agreement to refer to specific examples will be construed to mean “including, without limitation” or “including but not limited to” and will not be construed to mean that the examples given are an exclusive list of the topics covered; (j) references to an applicable law will mean a reference to such applicable law as the same may be amended, modified, supplemented or restated and be in effect from time to time; and (k) the headings contained herein are used solely for convenience and do not constitute a part of this Agreement nor should they be used to aid in any manner to construe or interpret this Agreement. The Parties collectively have prepared this Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

- 14.16 Company will indemnify and hold harmless County, its commissioners, officers, employees and agents (“Indemnified Parties”), from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys’ fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Company or its subcontractors, while engaged in or about the performance of the Agreement; or (ii) arising from accident or any injury to Company or its subcontractors while engaged in or about the performance of the Agreement, not caused

by act of the Indemnified Party; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Company or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Agreement. This paragraph may not be construed to require Company to indemnify an Indemnified Party for the Indemnified Party's own negligence, or intentional acts. Nothing in this paragraph may be construed as a contractual waiver by any of the Indemnified Parties of the limits of sovereign immunity under Sec 768.28, Florida Statutes.

15. MANDATORY DISPUTE RESOLUTION

- 15.1 Any controversy, dispute, claim, counterclaim or crossclaim (collectively, "Dispute") regarding, resulting from, arising out of or in way related to this Agreement, will be governed by the mandatory dispute resolution procedures set forth below.
- 15.2 In the event that Company or County (each a "Claimant") has a Dispute that has not been, or could not possibly be, cured, pursuant to Section 11.1.3 above, the Claimant will notify the other Party (the "Notified Party") in writing of the claim, which writing must describe the nature of the dispute and any proposed remedy (the "Dispute Notice").
- 15.3 Within 10 days after receipt of the Dispute Notice, the Notified Party and the Claimant must meet to discuss the Dispute. The Parties will negotiate in an attempt to resolve the Dispute.
- 15.4 If the Parties fail to resolve the Dispute by negotiation within thirty (30) days after delivery of the Dispute Notice, the Claimant may submit the matter to mediation pursuant to the Mediation Rules of the American Arbitration Association applicable to such disputes (except as such procedures are modified by these provisions or such other mediation service selected by the Notified Party), on or before the thirty-first (31st) day after the date of delivery of the Dispute Notice. If the Claimant fails to timely submit the Dispute to mediation, then the Dispute will be deemed waived and abandoned and the Parties will be relieved and released from any and all liability relating to the Dispute. The Parties must mutually agree on the selection of a mediator. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation or any relationship with a Party, except by the written consent of the Parties.

Prior to accepting any appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process.

- 15.5 Within ten (10) days of the selection of the mediator, each Party may submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator will have the right to schedule a pre-mediation conference and the Parties shall attend unless otherwise agreed. The mediation must be commenced within ten (10) days following the date for submittal of the memoranda, if any, and must be concluded within fifteen (15) days from the commencement of the mediation unless the Parties mutually agree to extend the mediation period.
- 15.6 The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute, consistent with the mediation rules applicable to the Dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the Parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the Parties.
- 15.7 Any admissions, offers of compromise, settlement negotiations and communications and all confidential information disclosed to the mediator at the mediation will be confidential and excluded in any litigation or subsequent dispute resolution forum to the extent permitted by applicable law.
- 15.8 Persons other than the Parties, their representatives and the mediator may attend mediation sessions only with the permission of both Parties and the consent of the mediator. There shall be no stenographic record of the mediation process.
- 15.9 All expenses of the mediation, including the fees and costs charged by the mediator, the expenses of any witnesses, and the cost of any proof or expert advice produced at the direct request of the mediator will be borne equally by the Parties unless each Party agrees otherwise. Each Party to the mediation will bear its own attorneys' fees and costs in connection with such mediation, including expert witnesses.

15.10 Should mediation not be successful in resolving any Dispute, then the Claimant will have ten (10) days after the date of termination of the mediation or determination by the mediator of an impasse to file a court action on the Dispute. Each party will bear its own expenses of the court action, including attorneys' fees, court costs, and the expenses of any witnesses and experts. Venue for any alternative dispute resolution or Court proceedings will lie exclusively in Palm Beach County.

15.11 The parties may mutually agree to extend any of the deadlines set forth in this Section.

16. AUDIT RIGHTS, AND RETENTION OF RECORDS.

16.1 County will have the right to audit the books, records, and accounts of Company and its contractors that are related to the Annual Operations Payment. Company and its Contractors will keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Annual Operations Payments and performance thereunder. All books, records, and accounts of Company and its contractors will be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so. Company or its Contractors, as applicable, will make same available at no cost to County in written form.

16.2 Company and its contractors will preserve and make available, at reasonable times at Company's place of business for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to the Annual Operations Payments for a minimum period of five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Company's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

16.3 Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the Company in excess of one percent (1%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit will be reimbursed to

County by Company in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection will be made within thirty (30) days after presentation of County's findings to Company.

- 16.4 Company will ensure that the requirements of this Section are included in all agreements with its Contractor(s).
- 16.5 Company will be responsible for adhering to all of the record and accounting requirements of that the County is obligate through the County's Grant with the State of Florida.

17. LAW, WAIVER OF JURY TRIAL.

- 17.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. **BY ENTERING INTO THIS AGREEMENT, COMPANY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

18. PUBLIC RECORDS

- 18.1 To the extent Chapter 119, Florida Statutes may apply to this Agreement, Company shall comply with all statutory requirements as to this Agreement and records associated with this Agreement. Either party asserts any exemptions to Florida's public records laws, such party has the burden of establishing and defending the exemption. A party's failure to comply with this section constitutes a default under this Agreement.
- 18.2 If Company receives a request from any member of the public for a record associated with this Agreement, if Chapter 119, Florida Statutes applies to the request, Company must promptly provide the requested records to the person requesting them and provide written notice to the County of what was requested and what it provided to the requestor.

18.3 Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Company: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Company shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Company is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Company further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Company does not transfer the records to the public agency.
- D. Upon completion of the Agreement, the Company shall transfer, at no cost to the County, all public records in possession of the Company unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Company transfers all public records to the County upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable

requirements for retaining public records. All records stored electronically by the Company must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Company to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Company acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

19. OTHER TERMS

- 19.1 A Change Order to this Agreement is required when task timelines within the current authorized DEP Grant Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment 3 to the DEP Grant Agreement**, are more than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
- 19.2 A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding

transfers between approved budget categories, as defined in **Attachment 3 to the DEP Grant Agreement**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

- 19.3 The County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transaction, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.
- 19.4 Company is an independent contractor and neither Party is considered an employee or agent of the other Party. Nothing in this Agreement will be interpreted to establish any relationship other than that of independent contractor between the Parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this Agreement. Both Parties are free to enter into agreements with other parties for similar services. Company, its officers, agents, and employees, are not entitled to any employment benefits from the County. Company waives and agrees not to make any claim to participate in any of the County's employee benefits or benefit plans should Company or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the County. Company shall exclusively provide all benefits available to Company or Company's employees. Company shall provide all billing, collection, payroll services and tax withholding, among other things, for all Company staff performing services under this Agreement.
- 19.5 Company, its employees, suppliers and Contractors shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement including those pertaining to safety, labor and unemployment. The County undertakes no duty to ensure such compliance, but will attempt to advise Company, upon request, as to

any such laws of which it has present knowledge. Company is responsible for the compliance of its employees, suppliers and Contractors with this section.

- 19.6 Pursuant to Section 255.099, Florida Statutes, Company shall give preference to the employment of state residents in the performance of the work on the Project if the state residents have substantially equal qualifications to those of the non-state residents.
- 19.7 Company shall not use the County's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the County. Company is responsible for the payment of all applicable FICA/Social Security and other taxes resulting from this Agreement.
- 19.8 Company shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the County's credit includes the use of "factoring agents" or the practice of selling business accounts receivable to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.
- 19.9 Company shall not directly or indirectly, or through any other person, agency, company or organization, solicit the project manager or any of the evaluation committee members who selected Company, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Agreement. The County is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the County does not condone offers of employment made by Company to County employees in exchange for the award of County work. Further, the County is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of County work.
- 19.10 Under Section 216.347, F.S., Company is prohibited from using any funds under this Agreement to lobby the Legislature, the judicial branch or another state agency.
- 19.11 Company, its employees, subcontractors, and agents shall refrain from acting adverse to the County's interest in promoting the goals and objectives of this project. Company shall take all reasonable measures necessary to effectuate these assurances. In the event Company determines it is unable to meet or promote the goals and objectives of the project,

it shall immediately notify the County and the County may then, in its discretion, terminate this Agreement.

19.12 Land acquisition is not authorized under the terms of this Agreement, although it is anticipated that upon completion of all construction that Phase 2 Inflow Structure, Outflow Pump Station, and Connection Canal will be conveyed to a Florida not-for-profit corporation similar to the ownership structure of Phase 1, or to a government or quasi-government entity. Sub-recipient will provide all easements or licenses as needed for OMRRR.

19.13

19.13.1 Company's accounting systems, and those of its subcontractors, must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Company may not commingle funds on either a program-by-program or a project-by-project basis, but shall be kept in separate accounts. Funds specifically budgeted and/or received for one project may not be used to support another project.

19.13.2 If Company's system, or its subcontractor's, accounting system cannot comply with this requirement, Company or its subcontractor shall establish a system to provide adequate fund accountability for each project it has been awarded.

19.13.3 If the County or Department find that these funds have been commingled, the County shall have the right to demand a refund from Company, either in whole or in part, of the funds provided to Company under this Agreement for non-compliance with the material terms of this Agreement. Upon such written notification from the County, Company shall refund and pay forthwith to the County, the amount of money demanded. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by Company to the date repayment is made by Company to the County.

- 19.14 Company has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.
- 19.15 Company warrants that it has not employed or retained any person, other than a bona fide employee working solely for Company, to solicit or secure this Agreement, other than its engineers, lawyers, accountants, consultants, etc., who have worked on Phase 2 Inflow Structure, Outflow Pump Station, and Canal Connection and this Agreement. Further, Company warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the County may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 19.16 Company acknowledges and attests that neither it nor any of its suppliers, contractors or subcontractors who shall perform work which is intended to benefit the County is listed on either the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to section 215.473, Florida Statutes. Company further understands and accepts that this Agreement shall be either voidable by the County or subject to immediate termination by the County in the event there is any misrepresentation or false certification on the part of the Company. The County, in the event of such termination, shall not incur any liability to Company for any work or materials furnished.
- 19.17 Company certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Company agrees to observe the requirements of Section 287.135, F.S. for the Sub-Recipient Agreement. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement for cause if the Company or its affiliates, its subcontractors, or sub-Recipients are found to have submitted a false certification; or if the Company, its affiliates, its subcontractors, or sub-Recipients are

placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative. Company acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work is included on the list of Specially Designated Nationals and Blocked Persons, which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. Company further understands and accepts that this Agreement shall be either void by the County or subject to immediate termination by the County, in the event there is any misrepresentation. The County, in the event of such termination, shall not incur any liability to the Company for any work or materials furnished.

- 19.18 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- 19.19 An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- 19.20 Company understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the DEP's Inspector General in any investigation, audit, inspection, review, or hearing. Company will comply with this duty and will impose this requirement, in writing, on its subcontractors.
- 19.21 Company shall comply with the Special Audit provisions of Section 11.A of the DEP Grant Agreement.

- 19.22 **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.** Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Company certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.
- 19.23 **HUMAN TRAFFICKING AFFIDAVIT.** Company warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Company has executed a Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the Parties, by and through their duly authorized representatives hereto have executed and delivered this AGREEMENT and have intended the same to be and become effective as of the last date executed by the Parties.

ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER

PALM BEACH COUNTY, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
PBC Water Resources Manager

C-51 RESERVOIR PHASE 2 PUMP
STATION, LLC
By: Palm Beach Aggregates Water Resources,
LLC, its Managing Member

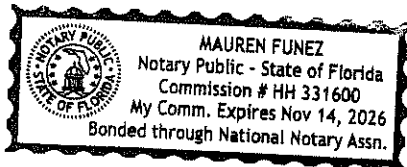
By: _____
Alberto A. Moragues, Secretary

By: _____
Enrique A. Tomeu, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of April, 2026, by Enrique A. Tomeu, as President, and Alberto A. Moragues, as Secretary, of Palm Beach Aggregates Water Resources, LLC, the Managing Member of C-51 Reservoir Phase 2 Pump Station LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



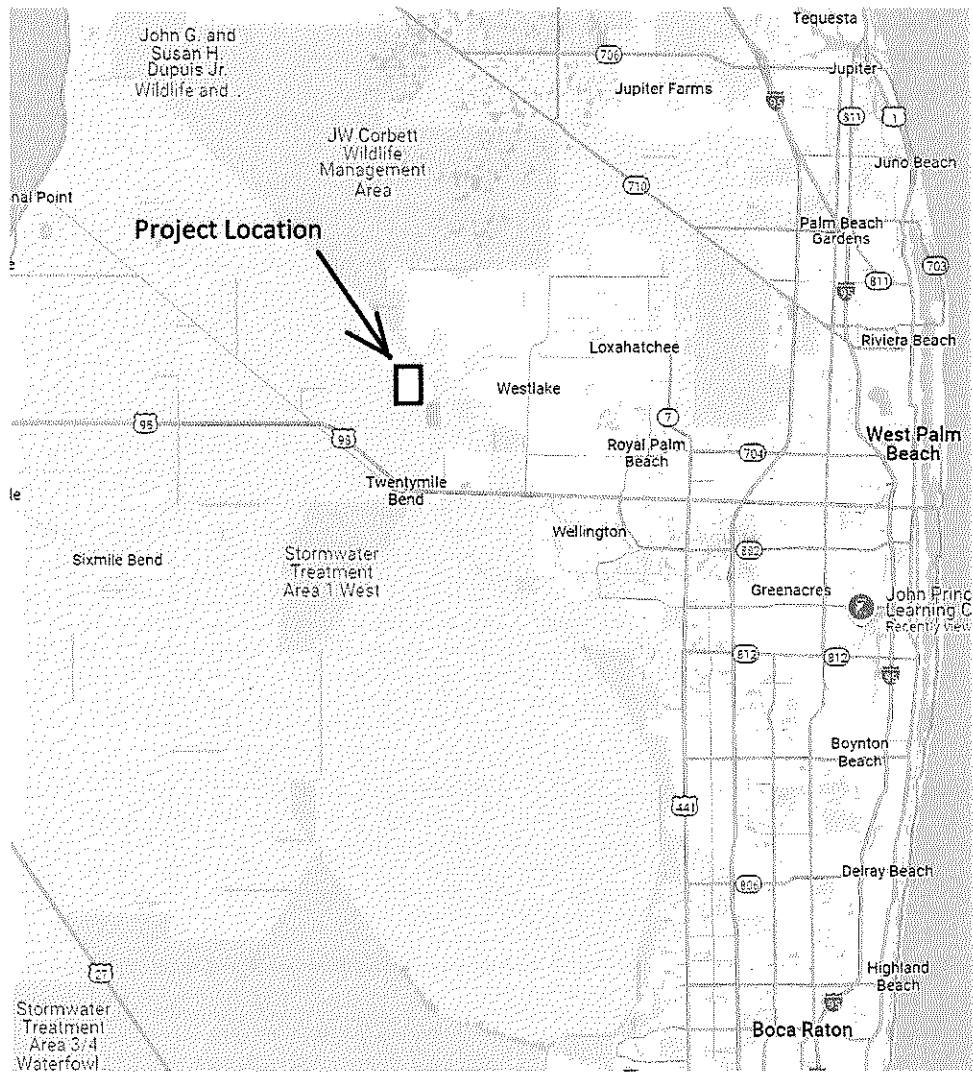
(Signature of person taking acknowledgment)

Mauren Funez
(Name typed, printed or stamped)

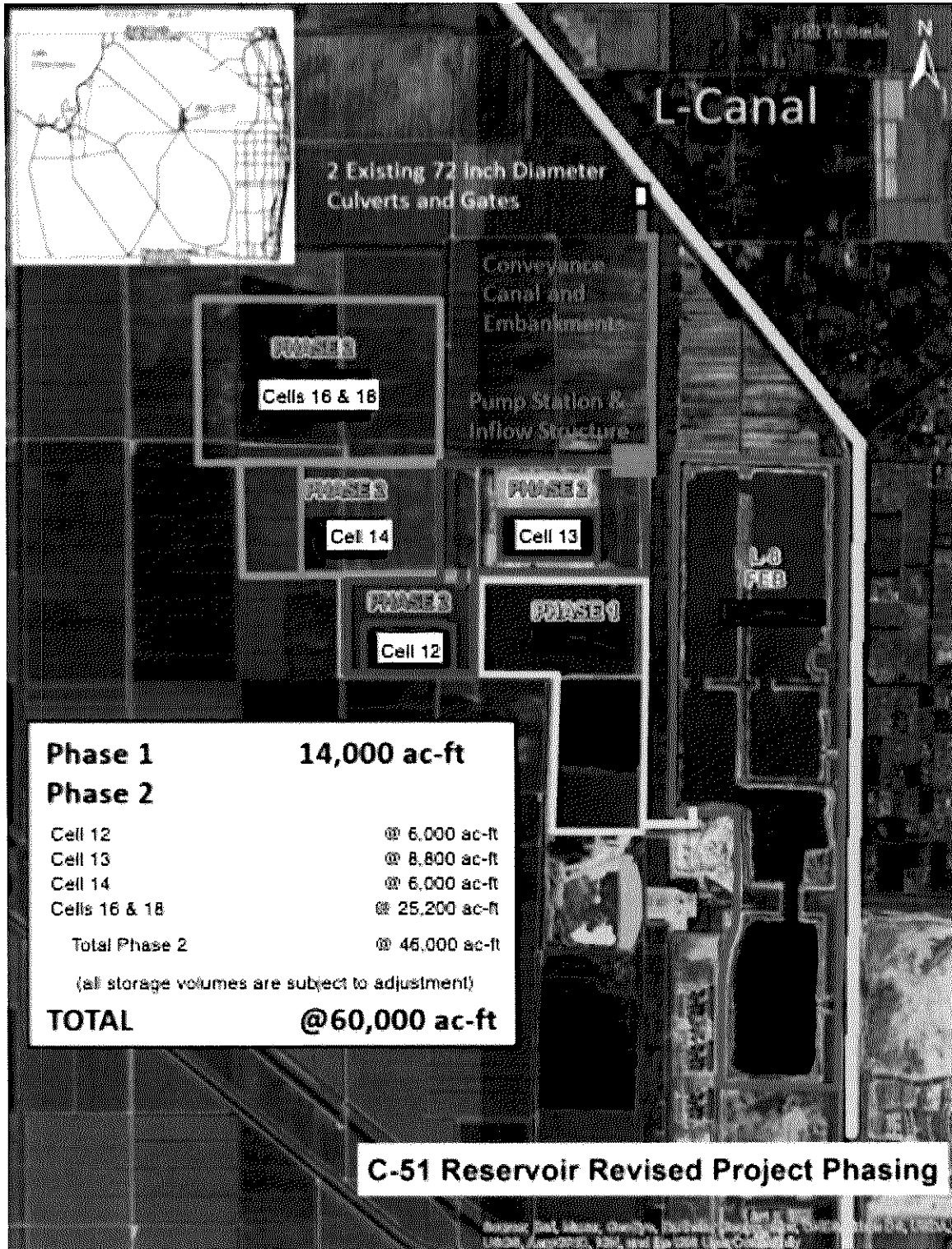
(Serial number, if any)

Appendix A - Maps

Project Location Map



**Appendix A – Maps Continued
C-51 Reservoir Project Phases Map**

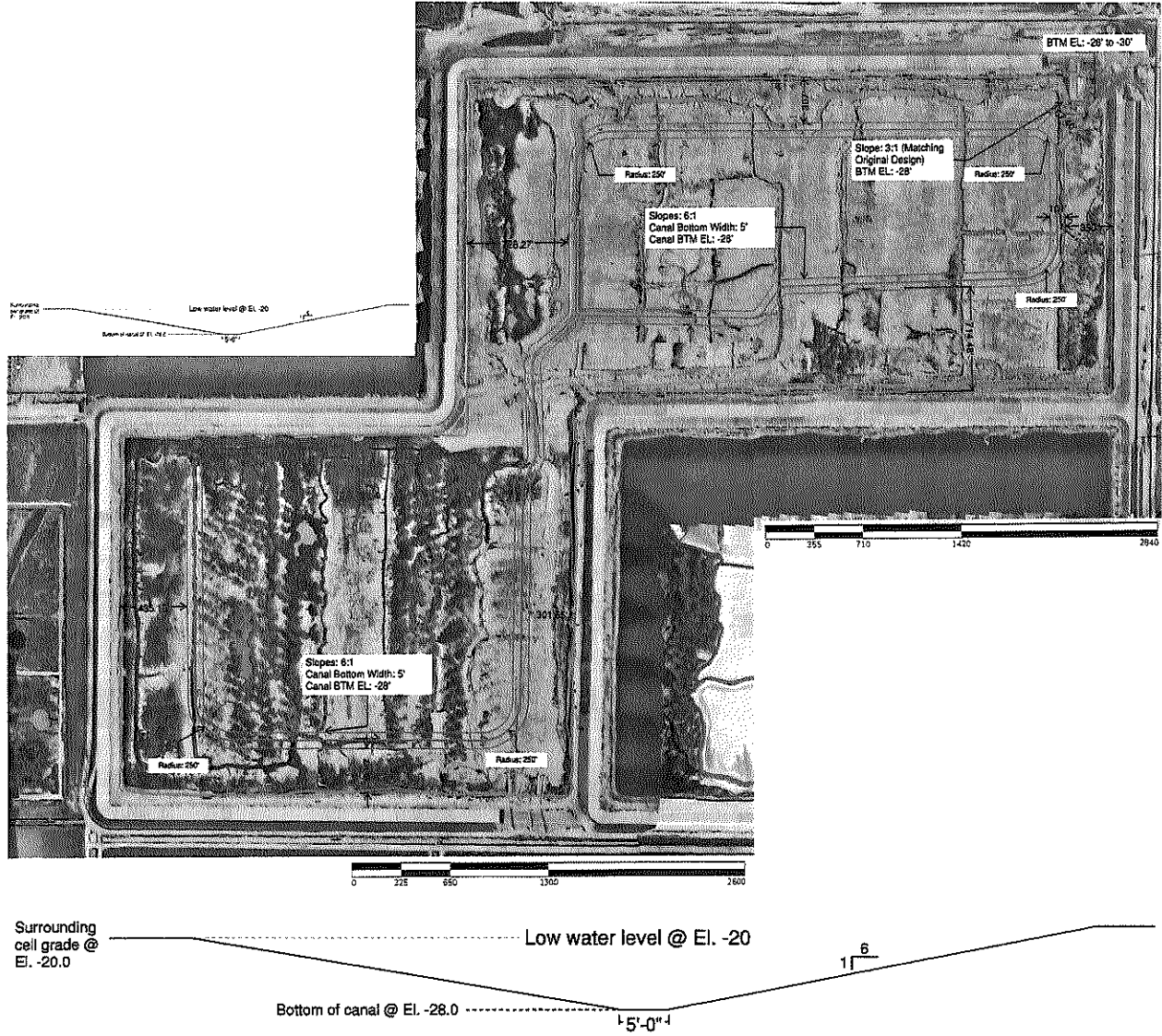


Project Features Map

Appendix A – Maps Continued
Project Features Map



Appendix A – Maps Continued
Map of Updated Internal Distribution and Collection Canals
and Typical Canal Cross Sections



Minimum Bottom Width of Perimeter Canal of 5 feet
Minimum Bottom Width of Canal Connecting to Cell 14 will be 60 feet.

Appendix B – Tables

**C-51 Reservoir – Phase 2 Inflow Structure, Outflow Pump Station,
Connection Canal, and Additional Construction Project Schedule of Values**

C-51 Phase 2 OPM 15 Schedule of Values		
Deliverable	Description	Cost
	General Project Costs	
5	Payment & Performance Bonding	\$ 2,500,000
5	Mobilization	\$ 1,800,000
4 & 5	General Conditions	\$ 9,900,000
5	Cells 12 and 13 Maintenance Dewatering	\$ 4,400,000
4 & 5	Engineering & Construction Management	\$ 3,900,000
5	Engineering Final As Built Plans and Survey	\$ 200,000
4 & 5	Materials Testing and Quality Control	\$ 3,700,000
2 & 3	Design & Engineering	
2 & 3	Automation and Telemetry of the L-8 Gates	\$ 500,000
2 & 3	Connection Canal to L-8 Canal	\$ 1,000,000
2 & 3	Cell 13 Pump Station	\$ 2,200,000
2 & 3	Cell 13 Intake Structure	\$ 1,200,000
2 & 3	Cell 13 Pump Station Redesign	\$ 800,000
2 & 3	Cell 13 Intake Structure Redesign	\$ 700,000
2 & 3	Cell 14 Design	\$ 800,000
	L-8 Canal Automation and Telemetry	
5	Construction	\$ 4,450,000
5	As-Built Drawings, SFWMD Registration and Acceptance	\$ 50,000
5	Connection Canal and Embankments - Cell 13 to L-8 Canal (about 1.5 miles)	
5	Construction	\$ 9,075,000
5	As-Built Drawings	\$ 25,000
5	Expansion of Cells 12 and 13 Interior Canals	
5	Construction	\$ 1,975,000
5	As-Built Drawing	\$ 25,000
5	Construction of Intake Structure and Outflow Pump Station	
5	Dewatering	\$ 5,200,000
5	Earthwork	\$ 9,000,000
5	Cofferdam and Permanent Sheetpile	\$ 16,400,000
5	Concrete	\$ 27,200,000
5	Building	\$ 6,200,000
5	Pipe Between Structures	\$ 2,500,000
5	Mechanical/Metals	\$ 6,000,000
5	Pumps	\$ 4,500,000
5	Electrical	\$ 6,000,000
5	Sitework	\$ 3,000,000

C-51 Phase 2 OPM 15 Schedule of Values

		Continued	
Deliverable	Description		Cost
	Patial Construction of Storage Cell 14		
5	Dewatering	\$	1,600,000
5	Maintenance Dewatering	\$	3,200,000
5	Foundation Stripping Degrubbing and Muck Removal	\$	700,000
5	Foundation Excavation and Embankment Construction to 18 feet NAVD	\$	13,500,000
5	Cell Excavation (Approximately 20% or 36 acres)	\$	3,000,000
5	Interior Canals	\$	0
5	Slurry Wall	\$	0
5	Key Trench Excavation	\$	0
5	Perimeter Ditch & Road	\$	0
5	Toe Drain in Place	\$	0
5	RCC	\$	0
5	Stormwater Pond	\$	0
5	Sodding & Seeding	\$	0
5	Existing Storage Capacity (approximately 20% at \$5,667 per acre-feet)	\$	6,800,000
6	Develop Operating & OMRRR Plan and Acceptance Plan with SFWMD	\$	400,000
6	Operational Testing and Report	\$	600,000
	Total	\$	165,000,000

**C-51 Reservoir – Phase 2 Inflow Structure,
Outflow Pump Station, Connection Canal
And Additional Construction Project**

Project Completion Schedule

Description	Milestone Dates
Task 1 – Verification of Separate Interest This task must be completed before any payments by the Grantee to Sub-Grantee	Upon Execution – Completed
Task 2 - Documentation of Completed Draft and Final Design	October 2025 - November 2026
Task 3 - Documentation of SFWMD Concurrence Final Design, Professional Certifications, Completed and Approved Permits	November 2025 – January 2026
Task 4 - Draft Operating Plan	October 2025 - March 2027
Task 5 – Construction and Monthly Status Reports	October 2025 – December 2030
Task 6 – Final Operating Plan, Operation Testing and Report, and As-Built Drawings	January 2030 – August 2032
Delivery Dates	December 2030
As-Built Drawings	June 2029
Final Operations Plan	June 2032
Operational Testing	June 2032
Report on Operational Testing	August 2032
Task 7 – SFWMD requirements and schedule for acceptance of OMRRR	January 1, 2027 – June 2029

Company shall use its best efforts to achieve the project milestones listed above within the time periods specified. If Company anticipates a delay in achieving any of the project milestones listed above, Company shall promptly notify County in writing of such anticipated delay and work with County to minimize the delay and develop an amended schedule.

**Estimated Monthly Earned Values
\$165,000,000 DEP Grant**

Task No.	Anticipated Date for Reimbursement Request (1)	Budget Category (2)	Budget Amount (3)
1		Monthly Payments	
1.01	11/2025 for work in 09/2025	Contractual Services	\$11,503,814
1.02	12/2025 for work in 10/2025		\$5,403,847
1.03	01/2026 for work in 11/2025		\$3,978,847
1.04	02/2026 for work in 12/2025		\$3,000,000
1.05	03/2026 for work in 01/2026		\$3,000,000
1.06	04/2026 for work in 02/2026		\$3,000,000
1.07	05/2026 for work in 03/2026		\$3,000,000
1.08	06/2026 for work in 04/2026		\$3,000,000
1.09	07/2026 for work in 05/2026		\$3,000,000
1.10	08/2026 for work in 06/2026		\$2,000,000
1.11	09/2026 for work in 07/2026		\$2,000,000
1.12	10/2026 for work in 08/2026		\$2,000,000
1.13	11/2026 for work in 09/2026		\$2,000,000
1.14	12/2026 for work in 10/2026		\$2,000,000
1.15	01/2027 for work in 11/2026		\$2,000,000
1.16	02/2027 for work in 12/2026		\$2,000,000
1.17	03/2027 for work in 01/2027		\$2,000,000
1.18	04/2027 for work in 02/2027		\$2,000,000
1.19	05/2027 for work in 03/2027		\$2,000,000
1.20	06/2027 for work in 04/2027		\$2,000,000
1.21	07/2027 for work in 05/2027		\$2,000,000
1.22	08/2027 for work in 06/2027		\$2,000,000
1.23	09/2027 for work in 07/2027		\$2,000,000
1.24	10/2027 for work in 08/2027		\$2,000,000
1.25	11/2027 for work in 09/2027		\$2,000,000
1.26	12/2027 for work in 10/2027		\$2,000,000
1.27	01/2028 for work in 11/2027		\$2,000,000
1.28	02/2028 for work in 12/2027		\$2,000,000
1.29	03/2028 for work in 01/2028		\$2,000,000
1.30	04/2028 for work in 02/2028		\$2,000,000
1.31	05/2028 for work in 03/2028	\$2,000,000	
1.32	06/2028 for work in 04/2028	\$2,000,000	
1.33	07/2028 for work in 05/2028	\$2,000,000	
1.34	08/2028 for work in 06/2028	\$2,000,000	
1.35	09/2028 for work in 07/2028	\$2,000,000	
1.36	10/2028 for work in 08/2028	\$2,000,000	
1.37	11/2028 for work in 09/2028	\$2,000,000	
1.38	12/2028 for work in 10/2028	\$2,000,000	
1.39	01/2029 for work in 11/2028	\$2,000,000	
1.40	02/2029 for work in 12/2028	\$2,000,000	

1.41	03/2029 for work in 01/2029		\$3,000,000
1.42	04/2029 for work in 02/2029		\$3,000,000
1.43	05/2029 for work in 03/2029		\$3,000,000
1.44	06/2029 for work in 04/2029		\$3,000,000
1.45	07/2029 for work in 05/2029		\$3,000,000
1.46	08/2029 for work in 06/2029		\$3,000,000
1.47	09/2029 for work in 07/2029		\$3,000,000
1.48	10/2029 for work in 08/2029		\$3,000,000
1.49	11/2029 for work in 09/2029		\$3,000,000
1.50	12/2029 for work in 10/2029		\$3,000,000
1.51	01/2030 for work in 11/2029		\$3,000,000
1.52	02/2030 for work in 12/2029		\$3,000,000
1.53	03/2030 for work in 01/2030		\$3,000,000
1.54	04/2030 for work in 02/2030		\$3,000,000
1.55	05/2030 for work in 03/2030		\$3,000,000
1.56	06/2030 for work in 04/2030		\$3,000,000
1.57	07/2030 for work in 05/2030		\$3,000,000
1.58	08/2030 for work in 06/2030		\$2,000,000
1.59	09/2030 for work in 07/2030		\$2,000,000
1.60	10/2030 for work in 08/2030		\$2,000,000
1.61	11/2030 for work in 09/2030		\$2,000,000
1.62	12/2030 for work in 10/2030		\$2,000,000
1.63	01/2031 for work in 11/2030		\$2,000,000
1.64	02/2031 for work in 12/2030		\$513,492
1.65	03/2031 for work in 01/2031 T01		\$45,000
1.66	04/2031 for work in 02/2031 T02		\$45,000
1.67	05/2031 for work in 03/2031 T03		\$30,000
1.68	06/2031 for work in 04/2031 T04		\$30,000
1.69	07/2031 for work in 05/2031 T05		\$30,000
1.70	08/2031 for work in 06/2031 T06		\$30,000
1.71	09/2031 for work in 07/2031 T07		\$30,000
1.72	10/2031 for work in 08/2031 T08		\$30,000
1.73	11/2031 for work in 09/2031 T09		\$30,000
1.74	12/2031 for work in 10/2031 T10		\$30,000
1.75	01/2032 for work in 11/2031 T11		\$30,000
1.76	02/2032 for work in 12/2031 T12		\$30,000
1.77	03/2032 for work in 01/2032 T13		\$30,000
1.78	04/2032 for work in 02/2032 T14		\$30,000
1.79	05/2032 for work in 03/2032 T15		\$30,000
1.80	06/2032 for work in 04/2032 T16		\$30,000
1.81	07/2032 for work in 05/2032 T17		\$45,000
1.82	08/2032 for work in 06/2032 T18		\$45,000
		Total for Task:	\$165,000,000

Notes:

1. Anticipated dates for reimbursement request.
2. Schedule of Values in Exhibit G.
3. Values are estimated. Actual values will vary.

4. Largest 3 month sequence of Payment is for months 1 through 3 totaling \$20,886,508.

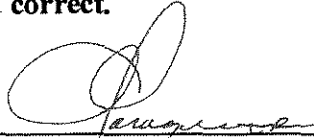
TABLE OF COST FOR WORK PERFORMED BY PALM BEACH COUNTY STAFF

Task 2:	Review of Draft Design and Specifications	\$6,000
Task 2:	Review of Final Design and Specifications	\$8,000
Task 3:	Review of Documentation of Completed and Approved Permits	\$1,000
Task 4:	Draft Operating Plan – Analysis of historical data, Development of Water Availability Criteria, Development of Operation Criteria, and Development of Drainage Criteria	\$33,600
Task 4	Final Operation Plan - Analysis of historical data, Development of Water Availability Criteria, Development of Operation Criteria, and Development of Drainage Criteria	\$23,600
Task 5	Review of Monthly Construction Progress Report Including Monthly Site Visit for 38 months 38 months (September 2025 through November 2028)	\$3,050/month
Task 5	Final Construction As-Built Drawings	\$2,000
Task 6	Operational Testing - Monthly 18 months	\$2,600/month

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of C-51 Reservoir Phase 2 Pump Station, LLC (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



(signature of officer or representative)

Alberto Moragues Jr.


(printed name of officer or representative)

State of Florida, County of Palm Beach

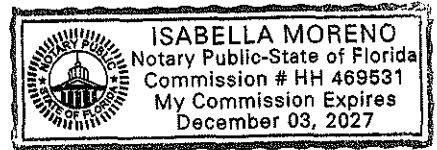
Sworn to and subscribed before me by means of physical presence or online notarization this, 26 day of August, 2025, by ALBERTO MORAGUES S.

Personally known OR produced identification .

Type of identification produced _____.



NOTARY PUBLIC
My Commission Expires: 12/02/2027
State of Florida at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Scott Insurance - Knoxville 10100 Global Way Suite 240 Knoxville TN 37932	CONTACT NAME: Carla Cook PHONE (A/C No, Ext): 865-684-1795 E-MAIL ADDRESS: ccook@scottins.com	FAX (A/C, No): 434-455-8884	
	INSURER(S) AFFORDING COVERAGE		
INSURED C-51 Reservoir Phase 2 Pump Station, LLC 20125 Southern Blvd Loxahatchee FL 33470-9259	PALMBEA-01	INSURER A: Ascot Specialty Insurance Company (A)	NAIC # 45055
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 399147687 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ESGL2510004947-01	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: C-51 Reservoir Phase 2 Pump Station

CERTIFICATE HOLDER Palm Beach County (PBC) Board of County Commissioners Florida Department of Environmental Protection PBC DERM 4th Floor Attn: Paul Linton 2300 North Jog Road West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: October 7, 2025

TO: Joseph Abruzzo
 County Administrator

THROUGH: Patrick Rutter
 Deputy County Administrator

FROM: Deborah Drum, Department Director
 Environmental Resources Management

PRM
DD 10-7-25

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
 A State of Florida Department of Environmental Protection (FDEP) Standard Grant Agreement No. OWP15 (Agreement), for an amount not to exceed \$100,000,000 providing for design and construction of the C-51 Reservoir Phase II Inflow Structure, Outflow Pump Station, and Connection Canal to L-8 Canal Project, beginning September 30, 2025 and expiring August 30, 2030; and a C-51 Reservoir Phase II Pump Station, LLC Sub-Grant Agreement (Sub-Grant Agreement), for the C-51 Reservoir Phase II Inflow Structure, Outflow Pump Station, and Connection Canal Project, beginning September 30, 2025 and expiring August 30, 2030.

On September 30, 2025, agenda item 3D-5 (R2025-1328, R2025-1329), the Board of County Commissioners approved the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Agreement and Sub-Grant Agreement, and any necessary minor amendments that do not substantially change the scope of work, or terms and conditions of the Agreement or the Sub-Grant Agreement.

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

APPROVED: *[Signature]*
 Joseph Abruzzo, County Administrator

DATE: 10/23/25

DD:kf
 Attachment