

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 13, 2011 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) accept Cooperative Agreement L11AC 20221 with the U.S. Bureau of Land Management (BLM) for management of the Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA), for a 5-year period commencing August 3, 2011 and ending September 30, 2016 in an amount not to exceed \$100,000 per year for a potential total of \$500,000;

B) approve Budget Amendment of \$100,000 in the Natural Areas Fund to recognize the award for the first year; and

C) authorize the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this contract, and necessary minor amendments that do not change the scope of work or terms and conditions of this contract.


Summary: The BLM Cooperative Agreement will provide \$100,000 in funding for the management of JILONA on a reimbursement basis. It is anticipated that Environmental Resources Management (ERM) will receive a similar Cooperative Agreement with BLM over the next five years to receive this amount annually. This agreement facilitates the joint implementation of the Comprehensive Management Plan that was developed in cooperation with ERM and other partners. No matching funds are required. A Land Stewardship Memorandum of Understanding (MOU) with the BLM to collaborate on the joint management of the Jupiter Inlet Natural Area was approved on January 15, 2008 (R2008-0072). BLM does not require a signature from the County. District 1 (SF)

Background and Justification: ERM and the BLM have been partnering on the management of the Jupiter Inlet Natural Area since 1996 under Assistance Agreements. The site was congressionally designated an Outstanding Natural Area on May 8, 2008 for natural, historic and cultural resources. The Consolidated Natural Resources Act (PL-110-229) authorizes cooperative agreements to facilitate the implementation of the management plan for the long term management of the site. Joint management objectives include implementation of an exotic vegetation management program, prescribed burn and fuel reduction program, habitat management and restoration, monitoring, actions to support recovery of federally listed species and other special status species, public outreach, and public use maintenance.

Attachments:

- 1. Cooperative Agreement with Transmittal Letter
- 2. Budget Amendment (1226)

Recommended by:

 8/19/11
Department Director **Date**

Approved by:

 9/13/11
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
External Revenues					
Program Income (County)	<100,000>	<100,000>	<100,000>	<100,000>	<100,000>
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ___ No X

Budget Account No.:

Fund ___ Agency Org. ___ Object

Fund ___ Agency ___ Org. ___ RSRC _____

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact



Bureau of Land Management CFDA 15.231

C. Department Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:


OFMB *JA Stzli 8/25/11* 
Contract Administrator *Dr. J. Jacobs 8/30/11*
8-25-11 *8-30-11 B. Wheeler*

B. Legal Sufficiency:

Anne Helgen 8-31-11
Assistant County Attorney

C. Other Department Review:

Department Director



United States Department of the Interior
BUREAU OF LAND MANAGEMENT

August 9, 2011

Palm Beach County Board of Commissioners
Environmental Resources Management
Attn: Melissa Tolbert
2300 North Jog Rd.
4th Floor
West Palm Beach, FL 33411

Cooperative Agreement No. L11AC20221

Dear Recipient,

Enclosed is Cooperative Agreement No. L11AC20221 with the Bureau of Land Management (BLM) and Palm Beach County. Please read the entire agreement as you are required to follow the terms and conditions of this agreement.

You may be familiar with BLM's process of sending the recipient multiple originals to sign and return. We are no longer requiring a signature on behalf of the recipient. Your acceptance of the award is defined upon beginning work on this project.

On behalf of the BLM, I would like to thank you for your participation in the agreement. If you have any questions you can reach me at (202) 912-7098.

Sincerely,

Lisa Clayton /s/
Grants Management Officer

Enclosures:
Notice of Grant Award (NGA)

cc: Faye Winters (BLM Program Officer)

Grant and Cooperative Agreement				CHOOSE ONE: <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> GRANT
CHOOSE ONE: <input type="checkbox"/> EDUCATION <input type="checkbox"/> FACILITIES <input type="checkbox"/> RESEARCH <input type="checkbox"/> SDCR <input type="checkbox"/> TRAINING				
1. GRANT/COOPERATIVE AGREEMENT NUMBER L11AC20221	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE 08/03/2011	4. COMPLETION DATE 09/30/2016	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) COUNTY OF, PALM BEACH Attn: ATTN GOVERNMENT POC P O BOX 4036 WEST PALM BEACH FL 33402-4036		6. ISSUED BY BLM WO-OFFICE DIV BUS RSRCS (W0850) Mailing Address: 1849 C ST. NW RM 1075 LS WASHINGTON DC 20036		
7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Melissa Tolbert 561-233-2562			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.				
10. RESEARCH, PROJECT OR PROGRAM TITLE Jupiter Inlet Lighthouse Outstanding Natural Area				
11. PURPOSE To enhance, restore and monitor natural resources, including rare habitats and federally listed and other special status species within the ONA				
12. PERIOD OF PERFORMANCE (Approximately) 08/01/2011 through 09/30/2016				
13A.	AWARD HISTORY	13B.	FUNDING HISTORY	
PREVIOUS	\$0.00	PREVIOUS	\$0.00	
THIS ACTION	\$100,000.00	THIS ACTION	\$100,000.00	
CASH SHARE	\$0.00	TOTAL	\$100,000.00	
NON-CASH SHARE	\$0.00			
RECIPIENT SHARE	\$0.00			
TOTAL	\$100,000.00			
14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS	
0040015604				
15. POINTS OF CONTACT				
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Lisa Clayton		202-912-7098	ltclayton@blm.gov
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: The Consolidated Natural Resources Act (PL-110-229)				
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT		18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS		
UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT		
CONTRACTING/GRANT OFFICER Lisa Clayton	DATE	AUTHORIZED REPRESENTATIVE	DATE	

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>CFDA Number: 15.231 DUNS Number: 078470481+0000 Delivery Location Code: 0004276320 BLM-ES JACKSON FIELD OFFICE* 411 BRIARWOOD DRIVE SUITE 404 JACKSON MS 39206 US</p> <p>Period of Performance: 08/01/2011 to 09/30/2016</p> <p>Jupiter Natural Resources Agreement Obligated Amount: \$100,000.00</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLES002000 Functional Area: L10100000.JD0000 Fund: XXXL1109AF Fund Center: LLES002000 PR Acct Assign Line: 01 Funded: \$84,000.00</p> <p>Accounting Info: 02 Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLES002000 Functional Area: L10200000.JC0000 Fund: XXXL1109AF Fund Center: LLES002000 PR Acct Assign Line: 02 Funded: \$8,000.00</p> <p>Accounting Info: 03 Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLES002000 Functional Area: L10200000.MX0000 Fund: XXXL1109AF Fund Center: LLES002000 PR Acct Assign Line: 03 Funded: \$8,000.00</p> <p>The total amount of award: \$100,000.00. The obligation for this award is \$100,000.00.</p>				100,000.00

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Eastern State's Southeastern States Field Office (BLM), and Palm Beach County Department of Environmental Resources Management for the purpose of joint implementation of the Jupiter Inlet Lighthouse Outstanding Natural Comprehensive Management Plan.

B. Objective.

1. Implementation of invasive species control and eradication program.
2. Development and implementation of a prescribed burn and excess fuel reduction program to benefit fire dependent vegetation communities and associated species and for public safety.
3. Implement habitat management and restoration activities to benefit native species and plant communities and to support the recovery of federally listed species and other special status species.
4. Support facilities maintenance within the Jupiter Inlet Lighthouse Outstanding Natural Area.
5. To coordinate and conduct biological monitoring as needed to assess population trends and to assess the effectiveness of management actions taken within the Outstanding Natural Area.
6. To coordinate and implement public outreach activities and volunteer events to support natural resource management at the Outstanding Natural Area.
7. To collaborate on outreach and interpretive materials and facilities within the Outstanding Natural Area in support of a unified message among the Outstanding Natural Area partners.
8. To collaborate on the development of a law enforcement agreement.

C. Authority.

1. Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737 (b), as amended, Public Law 94-579, Section 307 (b), which authorizes cooperative agreements for the management, protection, development and sale of public lands.
2. Public Law 110-229 (d)(3), which authorizes the Secretary to enter into agreements for the long-term management of the Outstanding Natural Area.

D. Benefits. The activity to be undertaken through this agreement is in furtherance of the recipient's and BLM's mission by the providing the following benefits:

1. Provide for collaborative management of the Jupiter Inlet Lighthouse Outstanding Natural Area to meet the joint objects of BLM and ERM.
2. Facilitate the successful implementation of the Jupite Inlet Lighthous Outstanding Natural Area management plan.
3. Fullfil the intent of the Consolidated Natural Resources Act (PL-110-229) which encouraged the use of cooperative agreements to implement the approved management plan and continuation of successful partnerships at Jupiter Inlet.

II. Definitions.

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

B. Award Recipient: Palm Beach County Department of Environemental Resources Management (ERM) is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

C. Bureau of Land Management (BLM). May also be referred to as Bureau.

D. ERM may also be referred to as recipient.

E. Code of Federal Regulations (CFR).

F. Federal Financial Report (FFR).

G. Fiscal Year (FY): The Federal fiscal year which begins on October 1 of one year and extends through September 30 of the following year.

H. Financial Assistance Administrator/Grants Management Officer (GMO): The GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

I. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount available for reimbursement to the recipient.

J. Office of Management and Budget (OMB). All OMB Circulars and Standard Forms

that apply to this agreement may be found on the OMB website at:
www.whitehouse.gov/omb/grants/index.html.

K. **Program Officer (PO):** The PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Program Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FFRs, payments when the recipient is on agency review, and performance reports and recommend approval to the GMO. The PO is not authorized to issue changes or in any other way amend this agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

L. **Project Director (PD)/Principle Investigator (PI):** is the recipient's technical leader, designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

III. Project Management Plan.

A. The recipient and the BLM both agree to:

1. If there are no changes to the original proposal and it is **accepted as is**

D. The following recipient's documents are incorporated by reference: Project Proposal entitled "JILONA ERM Agreement 2011", dated July 28, 2011, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, and SF 424B, Assurances – Non-Construction Programs.

IV. Term of Agreement.

A. This agreement shall become effective on the date of signature of the GMO and may remain in effect for up to 5 years. The BLM will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

B. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

C. A request for an extension that is received by the GMO after the expiration date will not be honored.

D. This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

V. Financial Support.

A. Funding. This agreement shall be funded each FY based on the availability of BLM funding.

B. FY Carryover. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY for this award.

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

D. Cost Sharing. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64 for State, local and Indian tribal governments or Subpart F, Section 12.923 for institutions of higher education, hospitals, other non-profit and all other organizations.

E. Program Income. Program income generated for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65 for State, local and Indian tribal governments or Subpart F, Section 12.924 for institutions of higher education, hospitals, other non-profit and all other organizations.

VI. Payments

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will register and request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2 The ASAP Requestor ID, furnished by the Department of Treasury, will be used to access the account to request reimbursement payments. The first nine characters will be the agreement number. The remaining three characters will identify BLM funding line items. Drawdown of funds will be taken from specific lines on this agreement.

B. Advance Payments. Since payments under this agreement will be made by the United States Department of Treasury through the ASAP system within a 3 day period after request; there should be a minimal need for advance payments.

C. Drawdown. Treasury Circular 1075 (31 CFR 205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

VII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.73 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

VIII. Deliverables and Reports.

A. Financial Status Reports:

1. Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of the quarterly FFR, the SF 425, Federal Financial Report (Short Form), to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The first report will cover from date of award to December 31, 2011. The reporting periods are: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31 and will continue through the life of the agreement. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

2. An original and one copy of the final FFR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

3. Recipients who are placed on agency review, shall submit an original and one completed copy of the SF 425, Federal Financial Report, to report the status of funds for each payment requested before reimbursement payments are made. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. This does not relieve the recipient of the quarterly FFR requirement unless reimbursement is only requested on a quarterly basis.

4. The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FFRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

B. Performance/Progress Reports:

1. Recipient shall submit an original and one copy of the quarterly performance report(s) to the GMO within 30 days after the end of the reporting period. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 for State, local and Indian tribal governments or Subpart F, Section 12.951 for institutions of higher education, hospitals, other non-profit and all other organizations. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of percent of completed work based on work identified in the Recipient's submitted proposal, Project Management Plan, the reason for slippage if objectives or milestones are not met, a prediction of future activities and how they will be accomplished, and a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided. In addition, the following performance measures must be included in the annual performance report:

- Monitoring results and assessment of the trend for special status species,
- Monitoring results and assessment for trend in invasive species as a result of control activities.

2. In lieu of the fourth quarter performance report an annual program performance report shall be submitted at the end of each year of the agreement. An original and one copy shall be submitted to the GMO no later than 90 days following the end of each year of the agreement. Copies of this report may be required to be included with any application for continuing support of the agreement

3. An original and one copy of the final program progress report shall be submitted no later than 90 days following the expiration or termination of the agreement.

C. Non-compliance: Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

IX. Key Officials.

The key officials listed on the cover page are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

X. Standard Award Terms and Conditions

A. Standard Award Terms and Conditions. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here: <http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy.

Standard Award Terms and Conditions:

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

2 CFR Part 175 Trafficking Victims Protection Act of 2000

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace

43 CFR 42 Governmentwide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

B. Amendments.

1. This agreement may be amended by written agreement signed by both the recipient's Award Recipient and the GMO. Administrative changes (i.e. GMO name change, deobligation of excess funds at the end of the agreement, etc.) which do not change the project management plan, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

2. All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the Agreement.

3. All requests for amendment of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

A. Budget and Program Plan Revision.

The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than ten (10) percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements.

1. Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html . Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year,

except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

2. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.htm>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

G. Reimbursable Costs and Limitations

1. The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

2. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The Recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

H. Procurement Standards. When utilizing Federal funds for the procurement of supplies and other expendable property, equipment, real property, and other services under this agreement, the recipient shall utilize the Procurement Standards set forth at 43 CFR, Subpart C, Section 12.76 for State, local and Indian tribal governments or Subpart F, Section 12.940 through 12.948 for institutions of higher education, hospitals, other non-profit and all other organizations, as applicable. The recipient may be required to submit evidence that its procurement procedures

are in compliance with the standards stated therein. Additional guidance for contracting with small and minority firms, and women's business enterprises is included in the Standard Award Terms and Conditions section of this agreement.

I. Compliance with Buy American Act.

1. Notice: Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, please be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

K. Endorsements.

1. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

2. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

3. Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

4. A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

L. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

M. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

XI. Special Terms and Conditions.

A. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

B. Monitoring. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such document. This right also includes timely and reasonable access to Recipient personnel for the purpose of interview and discussion related to such documents.

END OF AGREEMENT

*. Government Furnished Property. Tools and equipment furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 CFR, Subpart C, Section 12.84 through 12.74 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations apply to this Agreement.

*. Rights to Data. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

"The Federal Government has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes."

2011 - 1046

BGEX - 081511*2007

BGRV - 081511*582

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING BALANCE
					BUDGET	/ Expended 8/26/2011	
<u>REVENUES</u>							
380-E235 Jupiter Inlet Tract/BLM 3139-Fed Grnt Other Phys Envir	0	0	100,000		100,000		100,000
TOTAL RECEIPTS & BALANCES	0	0	100,000	0	100,000		
<u>EXPENDITURES</u>							
380-E235 Jupiter Inlet Tract/BLM 3401-Other Contracted Svs	0	0	100,000	0	100,000		100,000
TOTAL APPROPRIATIONS & EXPENDITURES	0	0	100,000	0	100,000		

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Robert Miller 8/19/11
M. Cruz 8/25/11

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

September 13, 2011

Deputy Clerk to the
Board of County Commissioners