

DEP Contract Review Form						DEP Contract No.:	99BO2	Original Contract:		Amendment No.:	1	
						Prog Reference:		Change Order No:		Funding Increment Increase No.:		
CONTRACTOR INFORMATION						Type:	Services	Grant	X	Commodities		
Name (Primary): Hillsboro Inlet District												
Mailing Address: 2861 NE 22 nd Court						DMS Class/Group:	991320	Procurement Method:				
City/State/Zip: Pompano Beach, FL 33062						Are Federal Funds Supporting this Contract? ☐ If yes, specify federal grant and CFDA No. below.						
						If the answer to the above was "No", are the State funds supporting this Contract being used as match to a federal grant?				NO	If yes, specify the federal grant and CFDA below.	
Contact Person: Mr. Jack Holland, Hillsboro Inlet District Chairman						Federal Grant:				CFDA:		
Phone Number: (954)782-4870												
Cell: (561)479-5627						Are equipment purchases authorized under this Contract?				NO	Will DEP retain ownership?	
FEID No.: 59-6044087						Are land purchases authorized under this Contract?				NO	Will DEP/BOT retain ownership?	
Name (Secondary): Mr. Brian Pinnell, C.P.A., Proj. Financial Mgr.						Minority Business Utilization Information for the Contractor:		Certified Minority Business?			Category:	
Mailing Address: Keefe, McCullough & Co.								Registered Minority Business?			Category:	
6550 N. Federal Highway, Suite 410												
City/State/Zip: Ft. Lauderdale, FL 33308						Contract Period:	Begin Date:	January 7, 2000	End Date:	August 1, 2003		
Contact Person: Mr. Brian Pinnell, C.P.A., Proj. Financial Mgr.						Subject/ Brief Description of Contract:						
Phone Number: (954)771-0896						Project consists of the excavation of Hillsboro Inlet to a depth of 20' plus 2' over dredge. Excavated sand and rock to be disposed of at Deerfield artificial reef site and suitable material placed on the downdrift beach adjacent to the inlet. Amendment 1 reallocates funding for eligible project items, establishes 10-1-95 as authorized project commencement date, identifies new contacts & address for local sponsor and other other changes						
Fax: (954)938-9353												
FEID No.:												
Funding Information:						Note: For projects containing an object code of 75XXXXX, the CSFA must be completed. Rec Type to be completed by Procurement Section.		Specify County where work is being performed:				
Ceiling Amount:	\$1,666,680.00	Current Funding Amt:	\$1,666,680.00			Journal Transfer Information (29 digit account code, if applicable):						
Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount
3737-6010-000	3G		088061-99	99	750010	37003			99BO2		99BO2	\$1,666,680.00
Contract Management Information:						Division/District:		Water Resources Management		Bureau/Office:		
						Contract/Project Manager:		C. Tony Tucker		Telephone No. of Manager:		(850)487-1262x192
										MS#:		300
Contract Review		Approved By - Signature		Date Approved		Identify Delegation of Authority for Person Executing Contract:						
Contract Manager:				7-16-02		Reviewer Comments: FORM 5 NEEDS CHANGING.						
Budget Representative:				7-3-02								
Bureau Chief:				7/16/02								
Div/District Director:												
Quality Assurance:												
Contracts Administrator:												
General Counsel*:				7-15-02								
Division/District IRM:												
Department CIO:												

*Review/approval by the Office of General Counsel not required for state funded activities which utilize DEP 55-205 and are not in excess of Purchasing Category Three.

DEP Agreement No.: 99B02 Amendment No. 1

Grant Amount: \$1,666,680 Advance Payment Requested: NO

Grant Period: 01.07.2000 thru 08.01.03

Florida Single Audit Act Project? Yes If yes, answer the following:

CSFA Title: Beach Erosion Control Assistance Program

Federal Single Audit Act Project? _____ If yes, answer the following:

CFDA Title: _____

Form Completed By: C. Tony Tucker (850/487-1262, ext 192) Date: 6/26/02
(Note: Appropriate Checklist Should Be Attached.)

Code	Recipient Type
A	Non-profit Corporation
B	For-profit Entity
C	Local Government
D	State Community College
E	District School Board
F	Another State Agency (excluding State Universities)
G	State Universities
H	No Subrecipient
I	Mixed Subrecipient (federal assistance only)

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS – RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Executive Office of the Governor's website (<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations¹ after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2)(r), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

¹A non-state organization is defined as a nonprofit organization, for-profit organization (including sole-proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: Hillshoro Inlet District
 Type of Non-state Organization: Local Government
 (i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)
 Awarding Agency: DEP - DWRM - BBWR
 Title of State Project: Hillshoro Inlet Mgmt. Plan Implementation
 Catalog of State Financial Assistance (CSFA) Number: 37003
 Contract/Grant/Agreement Number: 99503

PART A

- | YES | NO | |
|-------------------------------------|--------------------------|--|
| ☒ | ☐ | 1. Is the non-state organization a district school board, charter school, community college, government/public university outside Florida or a Federal agency? |
| ☒ | ☐ | 2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(4) F.S.)? |
| ☒ | ☐ | 3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs? |
| ☒ | ☐ | 4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ² resources that meet all of the following criteria?
<div style="margin-left: 20px;"> A. Do Federal Regulations specify the requirements for the use of State MOE resources and are there no additional State requirements?
 B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
 C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements? </div> |

²MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

If any of 1-4 is yes, the recipient/vendor relationship determination does not need to be completed because the FSAA is not applicable to the non-state organization.

PART B

Recipient/Vendor Determination:

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement or application.

YES	NO	
	☒	1. Does State law or legislative proviso create the non-state organization to carry out this State Project?
☒		2. Is the non-state organization required to provide matching resources not related to a Federal Program?
☒		3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.)
	☒	4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.)
☒		5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc.) Performance measures may or may not be related to State performance-based budgeting.)

If any of the above is **yes**, there is a **recipient/subrecipient relationship** and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

PART C

Based on your analysis of the responses above and all discussions with appropriate agency personnel, state your conclusion regarding the non-state organization:

(Check One) Recipient/Subrecipient: ☒ Vendor: ☐ Exempt Organization: ☐

Comments: Beach Erosion Control Program Project

Print Name: C. Tony Tucker Telephone Number: 850/487-1262 ext. 192

Title: OMC Manager

Signature: C. Tony Tucker Date: 6/26/02

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Exhibit 1, must be included in the document that established the State's recipient's, or subrecipient's relationship with the non-state organization.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Executive Office of the Governor, Office of Policy and Budget, Budget Management Policy Unit at (850) 487-3832 or Suncom 277-3832. Reference may be made to Rule 27D-1, FAC.

Revised January 01, 2002
Form Number: FSAA_CL2

Prepared for: DEP Agreement No. 99B02 Amendment No. 1 (if applicable) Page 2 of 2

DEP Contract No. 99B02
Amendment No. 1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF BEACHES AND COASTAL SYSTEMS
FLORIDA BEACH EROSION CONTROL PROGRAM

Project Agreement Amendment

THIS AGREEMENT as entered into on the 7th day of January, 2000, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and HILLSBORO INLET DISTRICT (hereinafter referred to as the "LOCAL SPONSOR") for the project described herein is hereby amended as follows:

--Paragraph(s) 1 - 37, are hereby deleted in their entirety and replaced with the following:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the Hillsboro Inlet Management Plan Implementation Project, (hereafter referred to as the PROJECT), as defined in Attachment "A", "Scope of Work", attached hereto and incorporated herein by reference, and the LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

3. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

4. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and future requisite authorizations and environmental permits. The PROJECT consists of the excavation of Hillsboro Inlet to a depth of twenty feet NGVD (20') plus a two foot (2') overdredge. A twelve foot (12') depth is desired by the LOCAL SPONSOR for navigation purposes, and the additional eight feet (8') is to be utilized for sand storage. Written authorization to initiate each item must be obtained from the DEPARTMENT prior to the initiation of said item.

5. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are:

	Eligible PROJECT Items	ESTIMATED PROJECT COSTS			
		Federal	State	Local	Total
1.0	Design and Permitting	\$0	\$161,500	\$218,500	\$380,000
2.0	Construction				
2.1	Dredge	\$0	\$1,419,372	\$1,920,328	\$3,339,700
2.2	Mitigation	\$0	\$78,073	\$521,927	\$600,000
	Subtotal Item 2.0	\$0	\$1,497,445	\$2,442,255	\$3,939,700
3.0	Monitoring	\$0	\$7,735	\$10,465	\$18,200
	TOTAL	\$0	\$1,666,680	\$2,671,220	\$4,337,900

6. The DEPARTMENT's financial obligation shall not exceed the sum of \$1,666,680 for this PROJECT or up to 42.5% of the non-federal PROJECT cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. Fifteen percent (15%) of this project is considered to be related to navigation improvements, and therefore is ineligible to receive State funding (42.5% = 0.85 X 50%). The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown

in the above eligible PROJECT items listing are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items that exceed the estimated PROJECT costs for the item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated PROJECT costs shall be provided through amendments to this Agreement.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Funding for this PROJECT is subject to the release of funds appropriated to the DEPARTMENT for the fiscal year 1998-1999. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained.

8. As consideration for the eligible work performed by the LOCAL SPONSOR, not cost shared by the Federal government, under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for contractual services rendered. The LOCAL SPONSOR will submit a request for reimbursement of funds on such forms as attached hereto in Attachment "B", "Payment Request Forms", not more frequently than quarterly. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Administrator and the LOCAL SPONSOR'S Project Financial Officer and submitted to the DEPARTMENT as a payment request. The DEPARTMENT'S Contract Manager has 30 days after receipt of the billing to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the billing for payment. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible PROJECT item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement and the applicable Scope of Work for said item. All reimbursement requests shall be submitted in sufficient detail for a proper pre-audit and post-audit review. Reimbursement requests for payment to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the LOCAL SPONSOR.

9. Pursuant to Section 215.422, Florida Statutes, for work not cost shared by the Federal government, the DEPARTMENT'S Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the DEPARTMENT must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given fifteen (15) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a LOCAL SPONSOR for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a LOCAL SPONSOR is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.

10. In accordance with Section 215.422, Florida Statutes, the DEPARTMENT shall pay the LOCAL SPONSOR, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a LOCAL SPONSOR requests payment. The interest rate established pursuant to Section 55.03(1) Florida Statutes, may be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the DEPARTMENT'S Contracts Section at 850/922-5942.

11. The LOCAL SPONSOR shall submit to the DEPARTMENT quarterly progress reports, financial reports, and updates to project schedules, for the duration of this Agreement. Reports shall be submitted on such forms as attached hereto in Attachment "C", "Quarterly Progress Report" and "Quarterly Financial Report", no later than January 15, April 15, July 15, and October 15, of each year in which the project is underway. Progress reports shall describe the work performed since the last report and the percent completion of the

task. Financial reports shall be consistent with progress reports.

12. Upon completion of the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Attachment "D", "Project Completion Certification". A final PROJECT certification inspection will be made by the DEPARTMENT within 60 days after the PROJECT is certified complete by the LOCAL SPONSOR.

13. This Agreement shall begin on January 7, 2000 and end on August 1, 2003. Pursuant to Section 161.101 (15), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor beginning on or after October 1, 1995 shall be eligible for cost sharing by the DEPARTMENT.

14. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.

15. The LOCAL SPONSOR shall have in place quality assurance procedures that insure that proper quality control measures are incorporated into all work performed under the terms of this Agreement.

16. The provisions of Chapter 62B-36, Florida Administrative Code, entitled Florida Beach Erosion Control Assistance Program, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

17. The DEPARTMENT's Project Manager for all technical matters is Jacqueline Thompson, and the Department's Contract Manager for all administrative matters is C. Tony Tucker, or their successor. All matters shall be directed to the appropriate persons for action or disposition.

18. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

19. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.

20. Any and all notices shall be delivered to the parties at the following addresses:

<u>LOCAL SPONSOR</u> Mr. Jack Holland Hillsboro Inlet District 2861 NE 22 nd Court Pompano Beach, FL 33062 (954)782-4870	<u>DEPARTMENT</u> C. Tony Tucker, Contract Manager Department of Environmental Protection Office of Beaches and Coastal Systems 3900 Commonwealth Blvd., MS 300 Tallahassee, Florida 32399-3000 (850) 487-1262x192
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21. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under general law. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL SPONSOR in conjunction with this Agreement.

22. The LOCAL SPONSOR shall maintain books, records and documents directly

pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

23. In addition to the requirements of Paragraph 22 of this Agreement, the LOCAL SPONSOR shall comply with the applicable provisions contained in Attachment "E", Special Audit Requirements, attached hereto and incorporated herein by reference. Exhibit "1" summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment "E". A revised copy of Exhibit "1" must be provided to the LOCAL SPONSOR for each amendment which authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit "1", the LOCAL SPONSOR shall notify the DEPARTMENT's Contract Manager to request a copy of the updated information.

24. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.

25. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

26. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

27. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

28. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

29. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

30. No person, on the grounds of race, creed, color, national origin, age, sex, 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.

31. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the DEPARTMENT.

32. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Contract Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the

subcontract.

33. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.

34. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

35. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the LOCAL SPONSOR's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Agreement.

36. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

--Exhibits A-F are hereby deleted from the Agreement dated the 7th day of January, 2000 and are replaced with Attachments A-E, which are hereby added to the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year last written below.

HILLSBORO INLET DISTRICT

By: J. A. Holland
Commission Chair*
Date: 7/19/02

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Michelle
Secretary or designee

Date: July 16, 2002

C. Tony Jurek
DEP Contract Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

*If someone other than the Commission Chair signs the project agreement, a resolution, statement or other documentation authorizing that person to sign the agreement on behalf of the District must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Scope of Work (2 pages)
Attachment	B	Payment Request Forms (2 pages)
Attachment	C	Progress and Financial Reporting Forms (2 Pages)
Attachment	D	Project Completion Certification (1 Page)
Attachment	E	Special Audit Requirements Page (4 pages)

ATTACHMENT A

SCOPE OF WORK

HILLSBORO INLET MANAGEMENT PLAN IMPLEMENTATION

The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement and all applicable DEP permits. The PROJECT consists of consists of the excavation of Hillsboro Inlet to a depth of twenty feet NGVD (20') plus a two foot (2') overdredge. A twelve foot (12') depth is desired for navigation purposes; an additional eight feet (8') of excavation is to be utilized for sand storage. Approximately 55,000 cubic yards of sand and 144,000 cubic yards of rock are to be excavated. Suitable excavated material shall be placed on the downdrift beach adjacent to the inlet, and the dredged rock will be disposed of at the Deerfield artificial reef site.

1.0 Design and Permitting

Professional services required for the preparation of plans and specifications. These services include the use of subcontractors such as surveyors, geotechnical services, aerial photographic services, property appraisers, etc. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

2.0 Construction

Work performed and costs incurred associated with the placement of fill material within the project area. Eligible costs include mobilization, demobilization, beach fill, tilling and scarp removal and construction of a nearshore mitigation reef. A detailed description of construction methods, specifications, and timelines, must be submitted to the Department and approved in writing prior to initiation of construction activities. Construction shall be conducted in accordance with any and all permit issued by the Department.

3.0 Monitoring

A monitoring plan shall be developed consistent with the requirements specified in any and all permits issued by the Department. The plan shall consist of:

1. topographic and bathymetric profile surveys,
2. bathymetric surveys of the borrow area,
3. post construction sediment samples,
4. marine turtle nesting activity, and
5. compaction surveys.

The monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the project area.

Project Deliverables

- A. Reports - Unless otherwise noted above, five copies of all written reports developed under this Agreement shall be forwarded to the Department upon completion of the project.
- B. Additional Data - Two sets of all data (i.e., aerial photography, survey data, etc.) developed as a result of this Agreement shall be provided to the Department upon completion of the project.
- C. Schedules- Project schedules shall be submitted concurrently with quarterly progress reports and shall be provided in .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included: tasks to be completed, start and finish dates, task duration, actual start and finish dates with actual task duration.
- D. *A copy of the Bids and construction contract, including a detailed scope of work, shall be submitted to the DEPARTMENT prior to initiation of any task.***

Data Development

All data developed as a result of this Agreement shall be developed in accordance with standard formats acceptable to the Department.

Survey work to be performed shall meet the minimum technical standards for surveys in accordance with Chapter 61G-17, Florida Administrative Code. All monumentation set or points of origin established shall be based upon those control markers designated on the most recently recorded legal description of the Coastal Construction Control Line, except that any First or Second Order federal or state horizontal control marker may be used to establish or confirm position and direction and any First, Second, or Third Order federal or state vertical control marker shall be used to establish or confirm elevation. G.P.S., Traverse, and Level Loop information shall be adjusted by Compass, Crandell, or Least Square Method. Detailed field notes and computation records shall be kept of the survey and copies shall be made available to the Department upon request. Abstracts of all monumentation or points of origin shall be submitted in digital form and contain at a minimum all field requirements for the Department's Monument Information Tracking System. All profile data shall be submitted in digital form and conform to the standard formats acceptable to the Department. **All information submitted shall also be in electronic format, and shall be based on the 1983/1990 North American Datum and State Plane Coordinate system. This information shall be submitted in a .DXF format.**

ATTACHMENT B

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM

REQUEST FOR PAYMENT - PART I

Name of Project: HILLSBORO INLET MANAGEMENT PLAN IMPLEMENTATION

Grantee: HILLSBORO INLET DISTRICT

DEP Contract Number: 99B02

Billing Number: _____

Billing Period: _____

Costs Incurred This Payment Request

	<u>Total Cost</u>	<u>State Share</u>	<u>Local Share</u>
Contractual	_____	_____	_____

Cost Summary

State Funds Obligated	<u>\$1,666,680</u>	Local Funds Obligated	<u>\$2,671,220</u>
Less Previous Payment	_____	Less Previous Credits	_____
Less This Payment	_____	Less This Credit	_____
Less Retainage (10%)	_____		
Less Previous Retained	_____		
State Funds Remaining	_____	Local Funds Remaining	_____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal System's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

ATTACHMENT C

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM

QUARTERLY PROGRESS REPORT

Name of Project: HILLSBORO INLET MANAGEMENT PLAN IMPLEMENTATION

Grantee: HILLSBORO INLET DISTRICT

DEP Contract Number: 99B02

Quarterly Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

1.0. DESIGN AND PERMITTING

2.0 CONSTRUCTION

2.1 Dredge

2.2 Mitigation

3.0 MONITORING

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM

QUARTERLY FINANCIAL REPORT

Name of Project: HILLSBORO INLET MANAGEMENT PLAN IMPLEMENTATION

Grantee: HILLSBORO INLET DISTRICT

DEP Contract Number: 99B02

Quarterly Report Period: _____

Project Expenditures

<u>Eligible Project Items</u>	<u>Costs Incurred This Quarter</u>	<u>Costs Incurred to Date</u>	<u>Total Funds Obligated</u>
<u>Design and Permitting</u>	\$ _____	\$ _____	<u>\$380,000</u>
<u>Construction</u>			
<u>Dredge</u>	\$ _____	\$ _____	<u>\$3,339,700</u>
<u>Mitigation</u>	\$ _____	\$ _____	<u>\$600,000</u>
<u>Monitoring</u>	\$ _____	\$ _____	<u>\$18,200</u>
TOTAL			<u>\$4,337,900</u>

ATTACHMENT D

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM

PROJECT COMPLETION CERTIFICATION

Name of Project: HILLSBORO INLET MANAGEMENT PLAN IMPLEMENTATION

Grantee: HILLSBORO INLET DISTRICT

DEP Contract Number: 99B02

I hereby certify that the above mentioned project has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department of Environmental Protection and grantee, and all funds expended for the project were expended pursuant to the Project Agreement.

Name of Project
Administrator

Signature of Project
Administrator

Date

ATTACHMENT E

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA BEACH EROSION CONTROL PROGRAM

SPECIAL AUDIT REQUIREMENTS

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 contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachments.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/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 Comptroller 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 OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement 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 by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, 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 other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates 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(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, 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 \$300,000 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 <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/>, and the Auditor General's Website <http://www.state.fl.us/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(7)(m), 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 OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department of Environmental Protection at each of the following addresses:

Joe Aita, Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:
- Joe Aita, Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Department of Environmental Protection at each of the following addresses:
- Joe Aita, Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400
- B. The Auditor General's Office at the following address:
- State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or management letters required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:
- Joe Aita, Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400
5. 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 OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of 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, Comptroller, 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, Comptroller, or Auditor General upon request for a period of **three (3) years** from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

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

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Ecosystem Management Trust Fund 98/99 GAA, LI 1358	98/99	37.003	Beach Erosion Control Program	\$1,666,680	088061-99

Total Award				\$1,666,680	
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For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://www.eog.state.fl.us/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.