

EXHIBIT "E"

LOCAL COOPERATION AGREEMENT

R92 12830

LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
PALM BEACH COUNTY, FLORIDA
FOR CONSTRUCTION OF THE
DELRAY BEACH SEGMENT
OF THE
PALM BEACH COUNTY, FLORIDA
SHORE PROTECTION PROJECT

THIS AGREEMENT is entered into this 23rd day of Sept, 1992, by and between the DEPARTMENT OF THE ARMY, (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and PALM BEACH COUNTY, FLORIDA (hereinafter referred to as the "Local Sponsor"), acting by and through its Board of County Commissioners.

WITNESSETH THAT:

WHEREAS, construction of the shore protection project for Palm Beach County, Florida from Martin County line to Lake Worth Inlet and from South Lake Worth Inlet to Broward County Line (hereinafter referred to as the "Authorized Project") was authorized by Section 101 of the River and Harbor Act of October 23, 1962 (Public Law 87-874) in accordance with the recommendations of the Chief of Engineers as set forth in House Document No. 164, 87th Congress; and

WHEREAS, construction of the Delray Beach Segment of the Authorized Project was completed in 1973 by Palm Beach County, Florida as authorized by Section 102 of the River and Harbor Act of 1962 (Public Law 87-874); and

WHEREAS, Section 156 of Public Law 94-587, as amended by Section 934 of Public Law 99-662, authorizes the Government to extend participation in shore protection projects for a period not to exceed fifty years from the date of initial construction; and

WHEREAS, the Local Sponsor desires to enter into this Agreement providing for extended Government participation in the Delray Beach Segment of the Authorized Project from 15 years to 50 years; and

WHEREAS, on March 1, 1991 the Assistant Secretary of the Army (Civil Works) authorized the extension of Government participation in the Delray Beach Segment of the Authorized Project (hereinafter referred to as the "Project") from 15 years to 50 years in accordance with Section 934 of Public Law 99-662;

and

WHEREAS, the Project is generally described in the General Design Memorandum entitled "Palm Beach County, Florida, From Martin County Line to Lake Worth Inlet and From South Lake Worth Inlet to Broward County Line, General Design Memorandum Addendum for Third Periodic Nourishment at Delray Beach, with Environmental Assessment" (hereinafter referred to as the "GDM"), approved by the Assistant Secretary of the Army (Civil Works) on 18 September 1992; and

WHEREAS, Section 103(c)(5) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to construction of the Project; and

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project shall not be commenced until the non-federal interest has entered into a written agreement to furnish its required cooperation for the Project; and

WHEREAS, the Local Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Project" shall mean the periodic beach nourishment of the Delray Beach segment of the Authorized Project to maintain a general width of 100 feet with a berm elevation of plus 9.0 feet NGVD for the 2.65 miles of beach that lies within the corporate limits of the City of Delray Beach.

b. The term "total project costs" shall mean all costs incurred by the Local Sponsor and the Government directly related to construction of the Project. Such costs shall include, but not necessarily be limited to, continuing planning and engineering costs incurred after October 1, 1985; costs of applicable engineering and design; costs of environmental investigations for hazardous substances; costs of periodic nourishment; surveillance costs incurred after the date of execution of this Agreement; supervision and administration costs; costs of contract disputes settlements or awards; and the value of lands, easements, rights-of-way, utility and facility alterations or relocations, and dredged material disposal areas provided for the Project by the Local Sponsor, but shall not

include any costs for betterments, operation, repair, maintenance, replacement, or rehabilitation.

c. The term "surveillance" shall mean monitoring of the beach to determine when future nourishment must be accomplished to maintain the Project. Surveillance includes performing beach profile surveys, aerial photography, sediment sampling, hydrographic surveys, tidal data, environmental data, analysis and preparation of a report, if needed, as generally described in the GDM.

d. The term "periodic nourishment" shall mean the placement of suitable beachfill material along the Project beach during the authorized periodic nourishment period. Periodic nourishment will be based on an average annual placement of approximately 100,000 cubic yards as generally described in the Reevaluation Study, Delray Beach Segment, dated May 1990 and approved March 1, 1991, unless the Government, in cooperation with the Local Sponsor, determines that such periodic nourishment is either not technically necessary or economically justified at that time.

e. The term "authorized periodic nourishment period" shall mean the extended 35 year period of Federal participation in the Project.

f. The term "Contracting Officer" shall mean the District Engineer for the Jacksonville District, U.S. Army Corps of Engineers, or his designee.

g. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

h. The term "relocations" shall mean the preparation of plans and specifications for, and the accomplishment of all alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads, highways, bridges, railroad bridges and approaches thereto, pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other public facilities, structures, and improvements determined by the Government to be necessary for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project.

i. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins October 1st and ends on September 30th.

j. The term "involuntary acquisition" shall mean the acquisition of lands, easements, and rights-of-way by eminent domain.

k. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the Contracting Officer, in writing, to be suitable for operation and maintenance by the Local Sponsor. In making this determination, the Contracting Officer must conclude that the completed portion of the project can function independently and for a useful purpose although the balance of the project may be incomplete.

l. The term "betterments" shall mean construction of any additional features desired by the Local Sponsor which are not authorized as part of the Federal project. The construction cost of such items and their operation, maintenance, repair, replacement, and rehabilitation costs shall not be considered a cost of the Project and shall be borne entirely by the Local Sponsor.

Article II - OBLIGATIONS OF THE PARTIES

a. The Local Sponsor shall perform all Project work pursuant to engineering and design plans which have received prior Government approval. The Local Sponsor shall submit the solicitation package to the Government for review and comment prior to the award of any contract.

b. The Local Sponsor shall provide, as further specified in Article III of this Agreement, all lands, easements, and rights-of-way, including suitable borrow and dredged material disposal areas, and perform all relocations as determined by the Government to be necessary for the Project.

c. The Local Sponsor shall perform all Project surveillance.

d. The Local Sponsor shall assure continued conditions of public ownership and public use of the shore upon which the amount of Federal participation is based during the economic life of the project.

e. The Local Sponsor shall provide and maintain necessary access roads, parking areas and other public use facilities, open and available to all on equal terms.

f. The Local Sponsor shall participate in and comply with applicable Federal flood plain management and flood insurance programs.

g. The Local Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility

with protection levels provided by the Project.

h. The Local Sponsor shall bear all costs incurred for the establishment of an erosion control line in the project area and all costs for placement of material on property not open to the public. All lands, easements, rights-of-way, relocations, and dredged material disposal areas needed for placement of material on property not open to the public shall be a 100 percent Local Sponsor cost for which no credit will be given.

i. The Local Sponsor shall, without expense to the Government, bear all costs associated with beach berm reshaping, maintenance of storm drainage outfalls, and performance of any other work described in the operation and maintenance manual for the Project, which will be prepared by the Local Sponsor and approved by the Government.

j. Not less than once each year the Local Sponsor shall inform affected interests of the limitations of the protection afforded by the Project.

k. No Federal funds may be used to meet the Local Sponsor's share of Project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

l. The Government shall review all engineering and design plans submitted by the Local Sponsor, and inspect all work which is accomplished by the Local Sponsor, to ensure that such plans and work are in accordance with the Project design criteria.

m. The Government shall reimburse the Local Sponsor for the Federal share of total project costs as further provided in Article VI and Article VII of this Agreement.

ARTICLE III - LANDS, FACILITIES AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

a. The Local Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged material disposal areas, as may be determined by the Government to be necessary for the Project. The necessary lands, easements, and rights-of-way, including suitable borrow and dredged material disposal areas, may be provided incrementally, but all lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed for the Project must be furnished prior to the advertisement of any contract for that work.

b. The Local Sponsor shall provide all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring

features and stilling basins that may be required at any dredged material disposal areas necessary for the Project.

c. The Local Sponsor shall accomplish or arrange for accomplishment of all relocations determined by the Government to be necessary for construction of the Project.

d. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way, including suitable borrow and dredged material disposal areas, for the Project, and inform all affected persons of applicable benefits, policies and procedures in connection with said Act. The Local Sponsor shall provide such documentation as the Contracting Officer requires to demonstrate compliance.

ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. No credit shall be given for lands, easements, rights-of-way, including suitable borrow and dredged material disposal areas provided to the Government prior to March 1, 1991. The Local Sponsor shall receive a credit for the value of any lands, easements, and rights-of-way, including suitable borrow and dredged material disposal areas, provided for the Project. Such credit shall be applied towards the Local Sponsor's share of total project costs in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Local Sponsor as of the date the first contract for the Project is awarded, the credit shall be the fair market value of the interest at the time of such award. The fair market value shall be determined by an appraisal, to be obtained by the Local Sponsor, which has been prepared by a qualified appraiser who is acceptable to both the Local Sponsor and the Government. The appraisal shall be reviewed and approved by the Government.

2. If the lands, easements, or rights-of-way are to be acquired by the Local Sponsor after the date of award of the first contract for the Project, the credit shall be the fair market value of the interest at the time such interest is acquired. The fair market value shall be determined as specified in Article IV.a.1 of this Agreement. If the Local Sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Local Sponsor has secured prior written approval from the Government of its offer to purchase such interest.

3. If the Local Sponsor acquires more lands,

easements, or rights-of-way than are necessary for Project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for the Project shall be included in total project costs and credited to the Local Sponsor's share.

4. Allowable credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

5. Credit for lands, easements, or rights-of-way acquired by the Local Sponsor within a five-year period preceding the date this Agreement is signed, or any time after this Agreement is signed, will also include the actual incidental costs of acquiring the interest, e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement.

b. The cost of relocations which will be included in total project costs and credited towards the Local Sponsor's share of total project costs shall be that portion of the actual costs as set forth below and approved by the Government:

1. Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of Florida would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

2. Utilities and Facilities (Including railroads): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any alterations or relocation if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total project costs.

ARTICLE V - PROJECT COORDINATION

a. To provide for consistent and effective communication, the Local Sponsor shall appoint a point of contact to coordinate with the Government on scheduling, plans, specifications, modifications, contract costs, and other matters relating to the

Project.

b. The point of contact shall meet with the Government when deemed necessary, and shall make such recommendations as are considered appropriate to the Government.

c. The Government shall consider the recommendations of the point of contact. However, the Government has complete discretion to accept, reject, or modify any recommendation.

ARTICLE VI - BASIS OF REIMBURSEMENT

a. The Local Sponsor shall provide invoices and any necessary supporting documents to the Government for all completed Project work for which reimbursement is requested.

b. After receipt of the above information and subject to the limitations described in Article VII, the Government shall reimburse the Local Sponsor for the Federal share of total project costs which are reasonable, necessary, auditable, and allocable. The Federal share is presently estimated at 56.33 percent of total project costs based on current conditions of shore ownership and use. This percentage is subject to adjustment based upon conditions of shore ownership and use at time of award of each contract for periodic nourishment.

ARTICLE VII - LIMITATIONS ON REIMBURSEMENT

a. Reimbursement for the work performed by the Local Sponsor is subject to the availability of appropriations for this Project.

b. No reimbursement shall be made until the Contracting Officer has certified that the Project work subject to reimbursement has been completed and performed in accordance with applicable approved engineering and design plans.

c. The amount of reimbursement to the Local Sponsor is not subject to adjustment for interest charges, nor is it subject to adjustment to reflect changes in price levels between the dates of completion and reimbursement.

d. The Government shall have the right to conduct an audit of Local Sponsor's records for the Project to ascertain reasonable, necessary, and allocable Project costs. In determining costs eligible for reimbursement, the Government shall use Office of Management and Budget Circular No. A-87, "Cost Principles of State and Local Governments".

ARTICLE VIII - DISPUTES

Before any party to this Agreement may bring suit in any

court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

ARTICLE IX - OPERATION, MAINTENANCE, AND REHABILITATION

a. The Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project, or functional portion of the Project at no cost to the Government, in accordance with regulations or directions prescribed by the Government.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable and lawful manner, upon land which the Local Sponsor owns or controls for the purpose of inspection of the project to determine whether the Project has been constructed in accordance with the engineering design and plans, and is being operated and maintained in accordance with regulations or directions prescribed by the Government.

c. If an inspection shows that the Local Sponsor for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If the Local Sponsor persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls for the purpose of fulfilling the Local Sponsor's duties under this agreement. No action by the Government shall relieve the Local Sponsor of its obligations under this Agreement, or preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE X - RELEASE OF CLAIMS

The Local Sponsor shall hold and save the Government free from all damages related to the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE XI - MAINTENANCE OF RECORDS

The Government and Local Sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs for the term of this Agreement. The Government and the Local Sponsor shall make such books, records, documents, and other evidence available at their offices for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE XII - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7 entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army." In addition, the Local Sponsor agrees to apply and include provisions consistent with the following statutes in all construction contracts:

- a. Buy American, 41 U.S.C. Section 10a;
- b. Clean Air Act, 41 U.S.C. Section 7606;
- c. Clean Water Act, 33 U.S.C. Section 1368;
- d. Contract Work Hours, 40 U.S.C. Section 327 et. seq.;
- e. Convict Labor, 18 U.S.C. Section 4082;
- f. Copeland Anti-Kickback, 40 U.S.C. Section 276c;
- g. Davis Bacon Act, 40 U.S.C. Section 276, et. seq.;
- h. Equal Opportunity, 42 U.S.C. Section 2000d;
- i. Jones Act, 46 U.S.C. Section 292;
- j. Rehabilitation Act (1973), 29 U.S.C. Section 794;
- k. Shipping Act, 46 U.S.C. Section 883;
- l. Utilization of Small Business, 15 U.S.C. Section 631, 644;
- m. Vietnam Veterans, 38 U.S.C. Section 2012;
- n. Walsh-Healey, 41 U.S.C. Section 35, et. seq.

ARTICLE XIII - Relationship of Parties.

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIV - OFFICIALS NOT TO BENEFIT

No member of or any delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XV - COVENANT AGAINST CONTINGENT FEES

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to subtract from the reimbursement price the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XVI - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage-prepaid), registered, or certified mail, as follows:

If to the Local Sponsor: Chairman
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

If to the Government: District Engineer
U.S. Army Corps of Engineers
Jacksonville District
P.O. Box 4970
Jacksonville, Florida 32232-0019

b. A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

ARTICLE XVII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged

information when requested to do so by the providing party.

ARTICLE XVIII - HAZARDOUS SUBSTANCES

a. After execution of this Agreement and upon direction by the Contracting Officer, the Local Sponsor shall perform, or cause to be performed, such environmental investigations as are determined necessary by the Government or the Local Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601-9675, on lands, easements, rights-of-way, including suitable borrow and dredged material disposal areas necessary for the Project. All actual costs incurred by the Local Sponsor which are properly allowable and allocable to performance of any such environmental investigations shall be included in total project costs and cost shared as a construction cost in accordance with Section 103(c)(5) of Public Law 99-662.

b. In the event it is discovered through an environmental investigation or other means that any lands, easements, rights-of-way, including suitable borrow and dredged material disposal areas to be acquired or provided for the Project contain any hazardous substances regulated under CERCLA, the Local Sponsor and the Government shall provide prompt notice to each other, and the Local Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Local Sponsor shall determine whether to initiate construction of the Project, or if already in construction, to continue with construction of the Project, or to terminate construction of the Project for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project. Should the Government and the Local Sponsor determine to proceed or continue with construction after considering any liability that may arise under CERCLA, as between the Government and the Local Sponsor, the Local Sponsor shall be responsible for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs as defined in this Agreement. In the event the Local Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge its responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project or proceed with further work.

d. The Local Sponsor and the Government shall consult with

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each other under the Construction Phasing and Management Article of this Agreement to assure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph c of this Article shall not relieve any party from any liability that may arise under CERCLA.

e. The Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner so that liability will not arise under CERCLA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

PALM BEACH COUNTY, FLORIDA

BY: *Nancy P. Dorn*

Nancy P. Dorn
Assistant Secretary
of the Army (Civil Works)

BY: *Karen T. Marcus*

Karen T. Marcus
Chair
Board of County
Commissioners

SEP 22

DATE: Sept 23, 1992

DATE: SEP 22 1992

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

David A. Reed
COUNTY ATTORNEY

MILTON T. BAUER, CLERK
Board of County Commissioners

Judith A. Bauer
DEPUTY CLERK

CERTIFICATION REGARDING LOBBYING

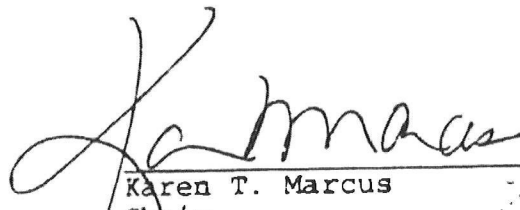
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

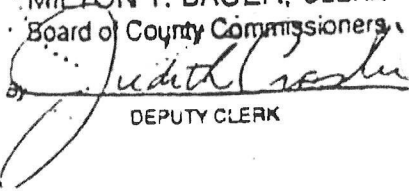
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Karen T. Marcus
Chair
Board of County Commissioners
Palm Beach County, Florida

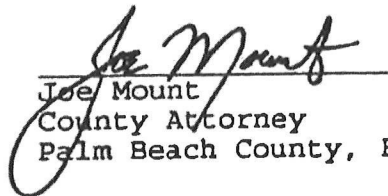
MILTON T. BAUER, CLERK
Board of County Commissioners


DEPUTY CLERK

CERTIFICATE OF AUTHORITY

I, Joe Mount, do hereby certify that I am the Principal Legal Officer of Palm Beach County, Florida and that the Palm Beach County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between The Department of the Army and the Palm Beach County, Florida in connection with the Project and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611 and that the person who has executed the Agreement on behalf of Palm Beach County, Florida has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate this 17th day of September 1992.



Joe Mount
County Attorney
Palm Beach County, Florida

CERTIFICATION OF LEGAL REVIEW

The draft Local Cooperation Agreement for the Delray Beach Segment of the 1962 Palm Beach County, Florida Shore Protection Project has been fully reviewed by the Office of Counsel, USAED Jacksonville.


Asst District Counsel