

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 3, 2012 Consent Regular
 Ordinance Public Hearing

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

I. EXECUTIVE BRIEF

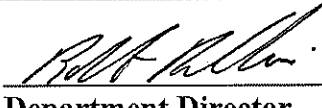
Motion and Title: Staff recommends motion to:

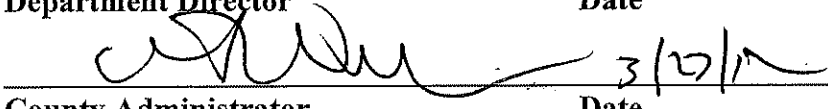
- A) **approve** Grant Agreement No. 11152 with the Florida Fish & Wildlife Conservation Commission (FFWCC) that provides \$45,180 for installation of twenty-eight (28) mooring buoys and thirty-eight (38) anchor pins at several locations in Palm Beach County, expiring March 15, 2018;
- B) **approve** Budget Amendment of \$45,180 to the Environmental Enhancement Saltwater Fund for the mooring buoy project;
- C) **adopt** Resolution authorizing the Clerk of the Board to disburse \$100,000 from the Vessel Registration Fee Trust Fund for the Mooring Buoy Program;
- D) **approve** Budget Transfer of \$100,000 from the Vessel Registration Fee Trust Fund for installation and maintenance of the Mooring Buoy Program; and
- E) **authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications and other forms associated with this agreement and necessary minor amendments that do not change the scope of work or terms and conditions of the agreement.

Summary: A Resolution authorizing the Director of Environmental Resources Management to submit a grant application and to serve as project manager was approved by the Board of County Commissioners (BCC) on May 3, 2011 (R2011-0646). The FWC Florida Boating Improvement Program (FBIP) Grant Agreement will reimburse the County \$45,180 for installation of twenty-eight (28) mooring buoys and thirty-eight (38) anchor pins at several locations in Palm Beach County. A non-cash match of \$15,020 is required from in-kind services. Mooring Buoy Program costs are supported by Vessel Registration Fee Funds and private donations. Districts 1, 4, 7 (SF)

Background and Justification: The FFWCC offers grants to local governments for projects designed to serve the needs of boaters and boating-related activities on coastal waters. Six buoys were installed on the reefs adjacent to the Breaker's Hotel in 2009 and buoys have proven popular with boaters and serve to protect the underlying reefs from anchor damage. It is anticipated that long-term maintenance funds will come from private donations, municipal partners, and grants supported with Vessel Registration Fees. Annual maintenance of 34 buoys is estimated to be \$50,000 per year. In the event sufficient funds are not available for subsequent maintenance, the mooring buoys may be removed until such time there are enough funds to maintain them.

- Attachments:**
1. Grant Agreement
 2. Budget Amendment (1224)
 3. Resolution
 4. Budget Transfer (1224)

Recommended by:  3/15/12
 Department Director Date

Approved by:  3/17/12
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

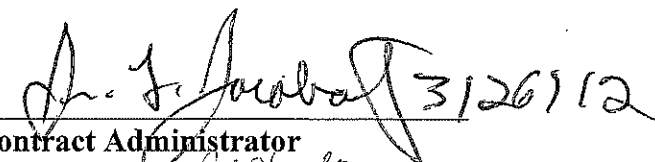
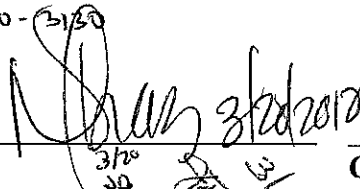
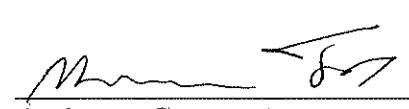
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$60,200</u>	<u>\$50,000</u>	<u>\$50,000</u>	_____	_____
External Revenues	<u>(45,180)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	<u>(15,020)</u>	_____	_____	_____	_____
NET FISCAL IMPACT	\$-0-	\$50,000	\$50,000	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

- B. Recommended Sources of Funds/Summary of Fiscal Impact**
 Vessel Registration Fee Trust Fund
 FWC Florida Boating Improvement Program Grant – CSFA 77.006
- C. Department Fiscal Review:**

III. REVIEW COMMENTS

- A. OFMB Fiscal and /or Contract Administrator Comments:**
In-kind match is staff time to be paid from current budget in 0001-280-3120

 OFMB  Contract Administrator
 3/20/12 3/19/12 3-23-12 B Wheeler
- B. Legal Sufficiency:**

 Assistant County Attorney
 This item complies with current County policies.
- C. Other Department Review:**

 Department Director

**FLORIDA BOATING IMPROVEMENT PROGRAM
GRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 2300 N. Jog Rd., 4th Floor, West Palm Beach, Florida 33411-2743, hereafter "GRANTEE" to conduct a project entitled **Installation of Mooring Buoys**, hereafter "Project," using funds from the Florida Boating Improvement Program, hereafter "Program."

NOW THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

SCOPE OF WORK

1. The GRANTEE shall implement and complete the project as described in Attachment A, *Scope of Work*, attached hereto and made a part hereof, and in *Florida Boating Improvement Program (FBIP) Grant Application No. 11-034*, incorporated herein by reference. This Agreement shall consist of two phases: Phase I – Project Construction, and Phase II – Project Management. During Phase I the GRANTEE shall complete the project, as described herein by reference. All Phase I activities must be completed during the time span provided herein for that portion of the Agreement. During Phase II the parties shall cooperate in the ongoing and continuous management of the Project under the terms and conditions provided herein. All project activities must be completed during the time span provided herein for that portion of the Agreement.
2. The GRANTEE shall comply with all applicable federal, state, and local rules and regulations in providing services to the COMMISSION under this Agreement. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.
3. The GRANTEE shall commence work on the Project within 90 days of execution of the Agreement. Failure by the GRANTEE to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the COMMISSION.
4. The GRANTEE shall be required to procure goods and services through the competitive solicitation process defined by Chapter 287, Florida Statutes. The GRANTEE shall forward one copy of any solicitation to the COMMISSION's Program Administrator for review prior to soliciting for quotations or commencing any work. The COMMISSION's Program Administrator shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The GRANTEE shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the COMMISSION's Program Administrator.
5. The GRANTEE, at its expense, shall acknowledge the COMMISSION and the Program as a funding source for the Project as described in Attachment A, *Scope of Work*. Any other form of acknowledgement must be approved by the COMMISSION's Program Administrator. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the GRANTEE to maintain such acknowledgement shall be considered a breach of the Agreement.
6. The GRANTEE shall provide a draft of any printed materials to be produced with grant funds to the COMMISSION for approval prior to final printing and submission for payment. Further, at least 21 days prior to printing the COMMISSION shall review and approve all proposed publications that will be funded by this Agreement to ensure that environmental and boating safety issues are effectively addressed. At its discretion, the COMMISSION may elect to have its representative inspect printed material prior to its release from the printing vendor. The GRANTEE agrees to inform the

COMMISSION at the completion of printing of any materials so that the COMMISSION may exercise this option

REPORTING REQUIREMENTS

7. The GRANTEE shall submit to the COMMISSION, on a monthly basis, project progress reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment B. Reports are due to the COMMISSION's Program Administrator by the 15th of each month until the *Certification of Completion* is submitted.
8. Upon completion of the tasks described in Attachment A, *Scope of Work*, the Project Manager for the GRANTEE shall sign a *Certification of Completion* form, Attachment C, attached hereto and made a part hereof, that certifies the Project was completed in accordance with the *Scope of Work* and the Agreement.

PERFORMANCE AND MONITORING

9. The GRANTEE shall perform the services in a proper and satisfactory manner as determined by the COMMISSION.
10. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible recipient, and that the GRANTEE shall comport with Chapter 287, F.S., and all other applicable rules and laws.
11. The GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request.
12. It is the GRANTEE's responsibility to contract, manage and inspect all aspects of the Project, including the construction contract, materials purchase, engineering, master plan or force account labor performed at any Project site.
13. For the entire term of the Agreement, the GRANTEE shall provide and be responsible for any and all costs associated with ordinary and routine operations and maintenance of the Project, including any and all personnel, equipment, service or supplies costs beyond the costs approved herein for reimbursement.
14. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be fully responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the COMMISSION shall not be liable to any sub-grantee (or subcontractor) for any expenses or liabilities incurred under the subcontract and that **the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.**
15. If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.

TERM OF AGREEMENT

16. This Agreement shall begin upon execution by both parties and end **March 15, 2018**, inclusive. **However, the GRANTEE shall complete all tasks described in Attachment A, Scope of Work, on or before March 15, 2013.** The GRANTEE shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.
17. The GRANTEE shall execute this Agreement within 90 days of formal COMMISSION approval. Failure to execute this Agreement shall render the award of funds null and void, and shall result in termination of this Agreement.

COMPENSATION

18. For satisfactory completion of the tasks described in Attachment A, *Scope of Work*, by the GRANTEE under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$45,180.
19. The GRANTEE agrees to provide 24.95% of the total cost for Phase I of the Project as indicated in *FBIP Grant Application No. 11-034*, incorporated herein by reference. The total compensation by the COMMISSION shall not exceed 75.05% of the total cost for Phase I.

PAYMENTS

20. The COMMISSION shall pay the GRANTEE for satisfactory performance upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the COMMISSION's Program Administrator. Each invoice shall include the FWC Contract Number and the GRANTEE's Federal Employer Identification (FEID) Number and should be in a format similar to Attachment D, *Sample Invoice Form*. An original and three (3) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted quarterly on the following schedule:
 - First invoice due six months from the date of execution,
 - Second invoice due nine months from the date of execution,
 - Third invoice due twelve months from the date of execution,
 - Final invoice must be submitted within 30 days after completion of the tasks described in Attachment A, *Scope of Work*.
21. Program funds shall be disbursed to the GRANTEE only after pre-approved phase or final completion of the Project occurs and work is verified by COMMISSION staff. Payment will be made only for documented and verified costs. **The COMMISSION will not pre-approve or disburse any Program funds in advance. Failure to complete the Project and make final payment request to the COMMISSION within the stipulated period shall result in termination of this Agreement. Any funds not disbursed or expended by the end of the stipulated period are subject to the provisions of Chapter 216.301, Florida Statutes.**
22. No travel expenses are authorized under the terms of this Agreement.
23. The GRANTEE shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment E.
24. The COMMISSION shall have 45 working days to inspect and approve goods and services.

FWC Contract No. 11152

25. Any Project deficiencies, as noted in the final Project inspection, shall be corrected by the GRANTEE prior to final Project acceptance and payment by the COMMISSION. The COMMISSION may restrict any or all payment of Program funds pending correction of such deficiencies.
26. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.
27. Invoices, including backup documentation, shall be submitted to:

Florida Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section
Florida Boating Improvement Program
620 South Meridian Street
Tallahassee, FL 32399-1600

TERMINATION

28. This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or breach of this Agreement. The COMMISSION may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the GRANTEE. Upon receipt of such notice, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all grant activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.
29. Either party may terminate this Agreement by giving written notice to the other party, at least 30 days prior to the termination date, by certified mail, return receipt requested. The COMMISSION reserves the right to restrict any or all payment of Program funds if the Agreement is terminated at the convenience of the GRANTEE. If this Agreement is terminated by the COMMISSION without cause, the COMMISSION shall pay the GRANTEE for all tasks and partial tasks satisfactorily completed, as determined by the COMMISSION, up to the date of termination.

TAXES

30. The GRANTEE 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.

NOTICES

31. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

GRANTEE

Palm Beach County
2300 N. Jog Rd., 4th Floor
West Palm Beach, FL 33411-2743
Phone: (561) 233-2400

COMMISSION

Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section
620 South Meridian Street

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Fax: (561) 233-2414
Email: Rrobbins@pbcgov.org
Attn: Robert Robbins, Project Manager

Tallahassee, FL 32399-1600
Phone: (850) 488-5600
Fax: (850) 488-9284
Email: fbip@MyFWC.com
Attn: Tim Woody, Program Administrator

AMENDMENT OR MODIFICATION

32. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the GRANTEE's cost or the term of the Agreement shall require a formal amendment.

RELATIONSHIP OF THE PARTIES

33. The GRANTEE shall perform as an independent party and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

INSURANCE REQUIREMENTS

34. To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.
35. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.
36. The GRANTEE 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 GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

PUBLIC RECORDS

37. 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 Chapter 119, Florida Statutes. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE 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 GRANTEE in conjunction with this Agreement.

RECORD KEEPING REQUIREMENTS

38. The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles. The GRANTEE shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Agreement. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

LIABILITY

39. 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.

NON-DISCRIMINATION

40. 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.

PROHIBITION OF DISCRIMINATORY VENDORS

41. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

PROHIBITION OF UNAUTHORIZED ALIENS

42. In accordance with Executive Order 96-236, the COMMISSION shall consider the employment by the GRANTEE of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the GRANTEE knowingly employs unauthorized aliens. The GRANTEE shall be responsible for including this provision in all subcontracts with private vendors issued as a result of this Agreement.

EMPLOYMENT ELIGIBILITY VERIFICATION

43. The GRANTEE shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the GRANTEE during the term of this Agreement.

44. The GRANTEE shall include in any subcontracts for the performance of work or provision of services pursuant to this Agreement the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

45. The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
46. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the COMMISSION may treat a failure to comply as a material breach of the Agreement.

NON-ASSIGNMENT

47. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

PROHIBITION OF CONTINGENT FEES

48. The GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GRANTEE, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

REMEDIES

49. It is understood by the parties that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

SEVERABILITY AND CHOICE OF VENUE

50. 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 in connection herewith, in law or equity, shall be brought in Leon County, Florida.

NO THIRD PARTY RIGHTS

51. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

JURY TRIAL WAIVER

52. As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim by the GRANTEE of quantum meruit.

PROPERTY/EQUIPMENT

53. The GRANTEE is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS

54. In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment F, titled *Requirements of the Federal and Florida Single Audit Acts*, attached hereto and made a part of the Agreement, as applicable.

55. In accordance with section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS

56. All items, materials or products, of any description, produced or developed by the GRANTEE on behalf of the COMMISSION in connection with this Agreement shall be the exclusive property of the COMMISSION and may be copyrighted, patented, or otherwise restricted by the COMMISSION as provided by Florida law. Neither the GRANTEE nor any of its subcontractors shall have any proprietary interest in the products and materials developed under this Agreement.

57. The COMMISSION reserves the right to determine the disposition of title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Agreement. If Federal funding is involved in support of this Agreement, the Federal Government may reserve ultimate jurisdiction over title and right privileges.

58. Regardless of title or ownership of the products and materials developed under this Agreement, the COMMISSION and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes. If Federal funding is involved in support of this Agreement, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

ENTIRE AGREEMENT

59. This Agreement with all incorporated attachments and exhibits 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, and duly signed by each of the parties hereto, unless otherwise provided herein.

(Remainder of page intentionally left blank.)

FWC Contract No. 11152

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Chairman, or designee*

Executive Director, or designee

Date

Date

Name (Print)

Name (Print)

Grantee Name

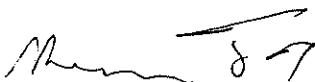
Address

City, State, and Zip Code

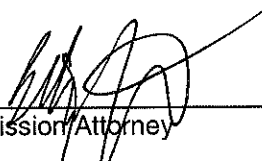
Federal Employer Identification Number (FEID)

Approved to form and legality:

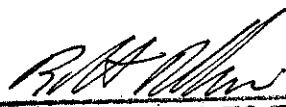
Approved as to form and legality:



Grantee Attorney



Commission Attorney


**APPROVED AS TO TERMS
AND CONDITIONS.**

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

- Attachment A: Scope of Work
- Attachment A-1: Uniform Waterway Markers Permit #07-019
- Attachment B: Project Progress Report Form
- Attachment C: Certification of Completion Form
- Attachment D: Sample Invoice Form
- Attachment E: Comptroller Cost Reimbursement Requirements
- Attachment F: Federal/Florida Single Audit Act Requirements
- Exhibit 1: Funds awarded pursuant to agreement

*If someone other than the Chairman signs the Agreement, a resolution, statement or other document authorizing the person to sign the Agreement on behalf of the local governing body must accompany the Agreement.

SCOPE OF WORK

Buoy Replacement Program

INTRODUCTION

The Palm Beach County coast has become a high concern habitat for coral reefs. The Florida Wildlife Legacy Initiative has determined that the fishing and boating affects this habitat greatly and recommends using mooring buoys to keep vessels off the sensitive coral reefs. The County is going to install 28 mooring buoys and 38 anchors. The buoys mark the waterways with regulatory, recreational, and informational markers for boaters. The proposed buoys will prevent anchor damage to natural resources.

This project shall consist of two phases: Phase I – Project Implementation, and Phase II – Project Management. During Phase I, Palm Beach County (ERM), (GRANTEE) shall complete the tasks in this scope of work. During Phase II, the GRANTEE and the Florida Fish and Wildlife Conservation Commission (COMMISSION) shall cooperate in the ongoing and continuous management of the Project for the term of the Agreement.

TASKS

The GRANTEE shall be responsible for completion of the following tasks:

Task 1 – Buoy Replacement

Purchase and install 28 buoys and 38 anchors as approved in Florida Uniform Waterway Marker Project 07-019, Palm Beach (ERM), attached hereto and made a part of this scope of work as Attachment A-1.

Task 2 – Acknowledgement

The GRANTEE, at its expense, shall purchase, erect and maintain a permanent sign displaying the COMMISSION's official logo for launching projects, or shall attach a permanent plaque for marine projects, or use some other manner of acknowledgement for non-construction projects, approved by the COMMISSION, identifying the COMMISSION as a funding source for the Project.

REPORTS

A. Monthly Activity Reports

The GRANTEE shall submit to the COMMISSION monthly activity reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the form provided by the COMMISSION and due to the COMMISSION's Program Administrator by the 15th of each month until the *Certification of Completion* is submitted.

B. Bid Package

The GRANTEE shall forward one copy of the bid package to the COMMISSION's Program Administrator for review prior to soliciting for quotations or commencing any work. The COMMISSION's Program Administrator shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The GRANTEE shall forward one copy of the bid tabulation to the COMMISSION's Program Administrator to ensure the requirements of Chapter 287, F.S., have been met.

C. Photographs

During Phase I, the GRANTEE shall provide progress and final photographs of any construction project documenting satisfactory progress and completion prior to requesting payment from the COMMISSION. Final photographs shall be submitted with the *Certification of Completion* form.

FWC Contract # 11152

ATTACHMENT A

D. Certification of Completion

Upon completion of Phase I, the engineer, architect or other appropriate professional for the GRANTEE shall sign a *Certification of Completion* form, provided by the COMMISSION, that certifies Phase I of the Project was completed in accordance with the prepared plans and specifications.

INVOICES AND PAYMENTS

For satisfactory completion of the above services, the COMMISSION agrees to pay the GRANTEE on a cost reimbursement basis an amount not to exceed \$45,180. The GRANTEE shall submit a request for reimbursement, accompanied by the required reports, no later than 30 days following completion of Phase I. The request for reimbursement shall include the following: an invoice in a form similar to Attachment D, Sample Invoice Form; a signed Certification of Completion form, Attachment C; final photographs; required documents as described in Attachment E, Comptroller Contract Payment Requirements.

FWC Contract No. 11152

ATTACHMENT A-1

**Florida Uniform Waterway Marker Project
07-019 Palm Beach County (ERM)**

Appendix 1. Buoy Locations by Site

Locations where there will be 2 anchors per buoy (for annual rotations), the locations are shown in red/black dots, with the exception of Breaker's Shallow site. At Breaker's, the existing buoys are shown as red, and the new locations are shown as yellow dots on the attached aerial maps.

1. Singer Island Mitigation Reef

26° 47.316	80° 01.802
26° 47.293	80° 01.790
26° 47.260	80° 01.804
26° 47.230	80° 01.807
26° 47.199	80° 01.812
26° 47.170	80° 01.801
26° 47.138	80° 01.801
26° 47.117	80° 01.823

2. Ocean Ridge Mitigation Reef

26° 32.553	80° 02.510
26° 32.526	80° 02.513
26° 32.475	80° 02.496
26° 32.357	80° 02.559
26° 32.329	80° 02.565
26° 32.300	80° 02.560
26° 32.272	80° 02.570
26° 32.266	80° 02.598

3. South Boca Raton Nearshore and Artificial Reefs

26° 19.978	80° 04.234
26° 19.951	80° 04.245
26° 19.923	80° 04.252
26° 19.865	80° 04.260
26° 19.818	80° 04.268
26° 19.661	80° 04.278
26° 19.472	80° 04.314
26° 19.442	80° 04.301
26° 19.407	80° 04.312
26° 19.378	80° 04.309
26° 19.328	80° 04.311
26° 19.297	80° 04.319

4. Mar A Lago Reefs

26° 41.572	80° 01.802
26° 41.543	80° 01.800
26° 41.513	80° 01.807
26° 41.484	80° 01.806
26° 41.454	80° 01.814
26° 41.423	80° 01.822
26° 41.387	80° 01.816
26° 41.354	80° 01.825
26° 41.317	80° 01.830
26° 41.282	80° 01.826
26° 41.249	80° 01.823

26 ⁰ 41.218	80 ⁰ 01.831
26 ⁰ 41.181	80 ⁰ 01.833
26 ⁰ 41.146	80 ⁰ 01.839
26 ⁰ 41.116	80 ⁰ 01.835
26 ⁰ 41.080	80 ⁰ 01.839
26 ⁰ 41.045	80 ⁰ 01.844
26 ⁰ 41.011	80 ⁰ 01.851
26 ⁰ 40.979	80 ⁰ 01.859
26 ⁰ 40.958	80 ⁰ 01.813
26 ⁰ 40.859	80 ⁰ 01.841
26 ⁰ 40.842	80 ⁰ 01.803
26 ⁰ 40.803	80 ⁰ 01.841
26 ⁰ 40.680	80 ⁰ 01.746
26 ⁰ 40.609	80 ⁰ 01.799

5. Boca Raton Patch Reefs

26 ⁰ 23.176	80 ⁰ 03.635
26 ⁰ 23.144	80 ⁰ 03.627
26 ⁰ 23.107	80 ⁰ 03.631
26 ⁰ 23.073	80 ⁰ 03.636
26 ⁰ 23.035	80 ⁰ 03.634
26 ⁰ 22.995	80 ⁰ 03.636
26 ⁰ 22.948	80 ⁰ 03.651
26 ⁰ 22.910	80 ⁰ 03.652
26 ⁰ 22.876	80 ⁰ 03.654
26 ⁰ 22.841	80 ⁰ 03.655
26 ⁰ 22.810	80 ⁰ 03.665
26 ⁰ 22.774	80 ⁰ 03.662
26 ⁰ 22.740	80 ⁰ 03.671
26 ⁰ 22.683	80 ⁰ 03.654
26 ⁰ 22.547	80 ⁰ 03.689
26 ⁰ 22.512	80 ⁰ 03.681
26 ⁰ 22.477	80 ⁰ 03.680
26 ⁰ 22.442	80 ⁰ 03.691
26 ⁰ 22.404	80 ⁰ 03.692
26 ⁰ 22.365	80 ⁰ 03.696
26 ⁰ 22.330	80 ⁰ 03.709
26 ⁰ 22.294	80 ⁰ 03.718
26 ⁰ 22.110	80 ⁰ 03.736
26 ⁰ 22.067	80 ⁰ 03.750
26 ⁰ 21.465	80 ⁰ 03.770
26 ⁰ 21.403	80 ⁰ 03.775
26 ⁰ 21.333	80 ⁰ 03.770
26 ⁰ 21.298	80 ⁰ 03.772
26 ⁰ 21.256	80 ⁰ 03.767
26 ⁰ 21.211	80 ⁰ 03.788
26 ⁰ 21.148	80 ⁰ 03.794
26 ⁰ 21.073	80 ⁰ 03.799
26 ⁰ 20.858	80 ⁰ 03.829
26 ⁰ 20.931	80 ⁰ 03.798
26 ⁰ 20.792	80 ⁰ 03.813
26 ⁰ 20.753	80 ⁰ 03.814
26 ⁰ 20.714	80 ⁰ 03.815
26 ⁰ 20.678	80 ⁰ 03.828

26° 20.652 80° 03.846
26° 20.618 80° 03.851

6. Breakers Shallow Reef

EXISTING PERMITTED BUOYS and/or ANCHORS:

26° 43.195 80° 01.793
26° 43.192 80° 01.868
26° 43.110 80° 01.853
26° 43.050 80° 01.791
26° 43.000 80° 01.849
26° 42.998 80° 01.787
26° 42.971 80° 01.753
26° 42.938 80° 01.824
26° 42.860 80° 01.829
26° 42.811 80° 01.825
26° 42.687 80° 01.777
26° 42.612 80° 01.792

NEW LOCATIONS:

26° 42.865 80° 01.773
26° 42.817 80° 01.770
26° 42.639 80° 01.750
26° 42.589 80° 01.724

FWC Contract No. 11152

ATTACHMENT B

**FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # _____ Reporting Period (Month/Year): _____
(Due 15 days after the end of each month)

Grantee: _____

Project Title: _____

1. Describe progress of project, including percent completed for each task in the Scope of Work:

2. Is project currently on schedule for completion by Phase I due date? YES NO

Anticipated Phase I completion date: _____

(If project is not on schedule, please explain any problems encountered and/or possible delays)

3. Reporting requirements: (Check all that have been submitted to date)

- Plans / drawings
- Bid package
- Bid tabulation
- Progress photographs
- Final photographs
- Draft acknowledgement
- Site dedication form

Project Manager

Date

FWC Contract No. 11152

ATTACHMENT C



**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Florida Boating Improvement Program

CERTIFICATION OF COMPLETION STATEMENT

I, _____
(Print Name and Title)

representing _____
(Name of Local Government)

do hereby certify that the Florida Boating Improvement Program project funded by FWC Contract No. _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____

Date: _____

Name: _____

Title: _____

FWC Contract No. 11152

ATTACHMENT D

SAMPLE INVOICE FORM

Billed to:

Fish and Wildlife Conservation Commission
Florida Boating Improvement Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: _____
FEID #: _____
Address: _____

FWC Contract #: _____

Dates of Service:

Amount of Grant Award: \$ _____

From: _____

Invoice Date: _____

To: _____

PROJECT COSTS:

Cost Items: Non-cash	Amount
In-kind service: Administration	\$
In-kind service: Project Management	\$
In-kind service: Other	\$
Cost Items: Cash expenditures	Amount
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total Project Cost: \$ _____

Grantee Matching Funds (_____ %): - \$ _____

Amount for Reimbursement: \$ _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____
Project Manager

Date: _____

FWC Contract No. 11152

ATTACHMENT D

**FLORIDA BOATING IMPROVEMENT PROGRAM
Partial Payment Request Form**

FWC Contract # _____

FEID # _____

Project Title: _____

Payment No. _____

Dates of Service: _____

Amount \$ _____

Percentage of Completion: _____

Brief Description – Project Summary:

Describe below deliverables completed to document percentage of work completed for invoice submitted:

Signature

Title

Date

Comptroller Contract Payment Requirements
Department of Financial Services, Bureau of Accounting and Auditing
Voucher Processing Handbook (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

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 Commission 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 Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff 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.

In the event that the recipient expends \$500,000 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 resources awarded through the Commission 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 Commission. 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 OMB Circular A-133, as revised, will meet the requirements of this part.

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.

If the recipient expends less than \$500,000 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 \$500,000 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).

PART II: STATE FUNDED

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

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 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 Commission 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 Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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.

If the recipient expends less than \$500,000 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 \$500,000 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).

PART III: OTHER AUDIT REQUIREMENTS

There are no other audit requirements

PART IV: REPORT SUBMISSION

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:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

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

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

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 letter issued by the auditor, to the Commission at the following address:

FWC Contract No. 11152

ATTACHMENT F

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

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:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission 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.

Contact the Commission's Audit Director by phone at (850) 488-6068.

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 Commission 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 Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

FWC Contract No. 11152

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

None.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

None.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Florida Boating Improvement Program
CSFA No.:	77.006
Recipient:	Palm Beach County Board of County Commissioners
Amount:	\$45,180.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Project activities must occur on public lands owned outright or managed under agreement with another party with lease terms exceeding 20 years.
2. Project activities must not create a boating safety hazard and/or increase the potential for damage to natural resources.
3. Recipient must comply with the Florida Boating Improvement Program Guidelines, February 2010.
4. Recipient must comply with all Commission rules, policies and procedures as well as all other state and federal rules.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

2012 - 0635

BGRV - 380 - 0229120000000000482

BGEX - 380 - 03011200000000001106

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 1224 Environment Enhancement Salt Water Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING BALANCE
					BUDGET	/ Expended 4/24/2012	
REVENUES							
380-1034-Mooring Buoy Program 3739-Grnt Fr Ot Loc Govt-Phys Envm	0	0	45,180	0	45,180		45,180
TOTAL RECEIPTS & BALANCES	709,313	460,120	45,180	0	505,300	0	505,300
EXPENDITURES							
380-1034-Mooring Buoy Program 3401-Other Contractual Services	0	0	45,180	0	45,180		45,180
TOTAL APPROPRIATIONS & EXPENDITURES	709,313	460,120	45,180	0	505,300	0	505,300

Environmental Resources
Management

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

Signatures & Dates

[Signature]
3/20/2012
[Signature] 3/20/2012
[Signature] 3/20/12

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

April 3, 2012

Deputy Clerk to the
Board of County Commissioners

RESOLUTION NO. -----

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH
COUNTY, FLORIDA, TO UTILIZE A PORTION
OF THE COUNTY VESSEL REGISTRATION
FEES FOR THE MOORING BUOY PROGRAM.**

WHEREAS, Palm Beach County enacted the Vessel Registration Fee Ordinance, No. 88-40 which began collecting fees June 1, 1989; and

WHEREAS, the Vessel Registration Fee Ordinance provides that monies collected from vessel registration fees be utilized to protect coastal marine and estuarine habitats, maintain and enhance fisheries and other salt and freshwater habitats, and construct artificial reefs; and

WHEREAS, installing and maintaining mooring buoys has been found to help protect the coastal reefs by reducing anchor damage; and

WHEREAS, the County intends to expand the Mooring Buoy Program by installing buoys at additional locations within the County; and

WHEREAS, the County has received a \$45,180 grant from the Florida Fish & Wildlife Conservation Commission's Florida Boating Improvement Program as well as local donations for this expansion; and

WHEREAS, long-term regular maintenance is essential for the safety and proper functioning of mooring buoys; and

WHEREAS, the Board of County Commissioners and the Artificial Reef and Estuarine Enhancement Committee support the establishment and maintenance of mooring buoys; and

WHEREAS, the Director of Environmental Resources Management recommends that the Board of County Commissioners authorize the Clerk of the Board to disburse Vessel Registration Fee monies in the amount of \$100,000 to cover the initial two years for the Mooring Buoy Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, THAT:

Section 1: The foregoing recitals are hereby adopted and ratified.

Section 2: The Board hereby authorizes the Clerk to disburse funds of \$100,000 for the initial two years for the Mooring Buoy Program.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- District 1 COMMISSIONER Shelley Vana, Chair _____
- District 3 COMMISSIONER Steven L. Abrams, Vice Chair _____
- District 2 COMMISSIONER Karen T. Marcus _____
- District 4 COMMISSIONER Paulette Burdick _____
- District 5 COMMISSIONER Burt Aaronson _____
- District 6 COMMISSIONER Jess R. Santamaria _____
- District 7 COMMISSIONER Priscilla A. Taylor _____

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2012.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

_____, Clerk

By _____
Assistant County Attorney

By _____
Deputy Clerk

2012 - 0636

BGEX - 380 - 0229120000000001104

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER

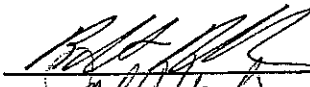
Fund 1224 Environment Enhancement Salt Water Fund

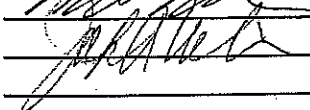
ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING BALANCE
					BUDGET	/ Expended 4/24/2012	
<u>Appropriations</u>							
380-1034-Mooring Buoy Program		3401-Other Contractual Services	0	45,180	100,000	145,180	145,180
380-3891-Reserves Salt Water Projects	368,703	9902-Operating Reserves	243,703	0	100,000	143,703	143,703
TOTAL APPROPRIATIONS & EXPENDITURES			100,000		100,000	0	

Environmental Resources
Management

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

Signatures & Dates





3/29/12

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

April 3, 2012

Deputy Clerk to the
Board of County Commissioners