

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

OCT 28 1985

RESOLUTION

#85-M-43

RESOLUTION AUTHORIZING EXECUTION OF APPLICATION BY ORANGE COUNTY
FOR FLORIDA BOATING IMPROVEMENT FUNDS FOR THE FERNCREEK BOAT RAMP

WHEREAS, Section 371.171, Florida Statutes created a Motorboat Revolving Trust Fund from boat license fees collected from the Florida Counties, and

WHEREAS, it is the intent of the law to return a portion of these license fees to the Counties from which they were collected for the purposes of improving and developing public launching facilities, dredging and other boating related activities, and

WHEREAS, the Orange County Parks and Recreation Department has requested that Orange County make application to the Florida Department of Natural Resources Boating Improvement Program for the renovation of a boat ramp on Little Lake Conway which will cost an estimated \$ 3,221.52, and

WHEREAS, \$ 3,221.52 of this money will come from the Motorboat Revolving Trust Fund and not from the Orange County General Fund, and

WHEREAS, the boat ramp will enhance recreational boating on Little Lake Conway

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, that:

1. James J. Buck, Jr., Parks & Recreation Department, as Orange County liaison agent for the Florida Boating Improvement Program is authorized to execute the attached application.

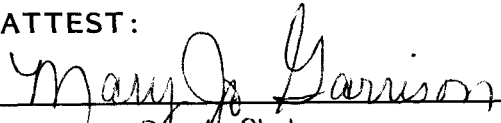
2. The Parks & Recreation Department is authorized to proceed with construction of the aforementioned boat ramp upon approval of the application by the State.

ADOPTED this 28th day of October, 1985.



Hal Marston, Chairman
Board of County Commissioners

ATTEST:



Deputy Clerk

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES
FLORIDA BOATING IMPROVEMENT PROGRAM
DEVELOPMENT PROJECT AGREEMENT

The State of Florida Department of Natural Resources, hereinafter referred to as the DEPARTMENT, and Orange County hereinafter referred to as the COUNTY, in pursuance of an approved recreational boating project, hereby agree to the following terms and conditions:

1. This agreement shall be performed in accordance with Chapter 327.28, Florida Statutes, and Chapter 16D-5, Part III, Florida Administrative Code.
2. The COUNTY agrees to implement the recreational boating improvement project known as Fern Creek Boat Ramp (FBIP Project No. B85030), and as described in the project application approved by the DEPARTMENT and attached to this agreement as EXHIBIT A.
3. The COUNTY agrees to begin the project on or before February 28, 1986, and complete the project on or before February 28, 1987. If the project is not begun by the specified date, the COUNTY agrees to return to the DEPARTMENT any unexpended funds which may have been advanced to the COUNTY including any interest accrued on the funds while in the possession of the COUNTY. If the project is not completed by the specified date, the DEPARTMENT may withhold further payments, and deny any further requests for project approvals until the project has been completed.
4. The COUNTY shall provide the DEPARTMENT quarterly progress reports on the project, specifying the percentage of completion of each project element.
5. The DEPARTMENT agrees to obligate and make available to the COUNTY the approved project amount of \$ 3,221.52 to be used for the project authorized by this agreement. The funds will be released by the DEPARTMENT in installments and upon request by the COUNTY.

6. Payment request and expenditure documentation shall be submitted in accordance with the FBIP Grants Accountability Policy attached to and made a part of this agreement as EXHIBIT B. The DEPARTMENT may withhold requested installments if previously released funds have not been properly expended.

7. The DEPARTMENT and COUNTY understand and agree that there shall be no reimbursement of funds by the DEPARTMENT for any expenditure made prior to the execution of the agreement with the exception of \$ 3,221.52 for the following: Boat ramp renovation

8. The COUNTY agrees that the project when completed will be operated and maintained in satisfactory condition for public recreational boating purposes for twenty five (25) years from the date of project completion. The COUNTY further agrees to return to the DEPARTMENT all funds tendered for the project in the event the project becomes utilized for other than boating related purposes during this period.

9. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT, the COUNTY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified, or to return the amount due.

10. If it becomes necessary for the DEPARTMENT to demand a refund of any or all funds tendered pursuant to Paragraph 5 of this agreement, the COUNTY agrees to return said funds to the DEPARTMENT within sixty (60) days. If not returned within sixty days, the COUNTY understands and agrees that any further COUNTY requests for funding from the DEPARTMENT shall be denied until the funds have been returned.

11. The DEPARTMENT reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to this project at any reasonable time. This contract can be unilaterally cancelled by the DEPARTMENT should the COUNTY refuse to allow public access to all documents, papers, letters

or other material made or received in conjunction with the contract pursuant to the provisions of Chapter 119, Florida Statutes.

12. For any year in which this contract extends beyond the end of the DEPARTMENT fiscal year (June 30), performance by the DEPARTMENT under this contract shall be subject to and contingent upon the availability of monies lawfully appropriated to the DEPARTMENT for the purpose of this contract and program.

13. The COUNTY agrees to hold the DEPARTMENT harmless from any liability or claim that may result from the implementation of the project or from alleged negligence in maintenance or operation, to the extent allowed by law.

14. If at any time a user fee system is implemented for any of the facilities funded under the Florida Boating Improvement Program, such fees shall be imposed uniformly, regardless of the political jurisdiction in which the user may reside.

15. For the purpose of this contract, Chrys Sullivan, Grants Specialist, or successor is designated as the DEPARTMENT Contract Manager and shall be responsible for insuring contract performance, approving all payments prior to payment, and serving as liaison with the COUNTY.

16. The following special terms and conditions are included in this agreement: Within 60 days after receipt of payment request, the Contract Manager shall delegate to DNR staff any required site inspections to examine work accomplished, and shall review submitted project documentation and, if complete and in order, approve the request for payment.

17. This agreement shall become effective on the date of signature by the Executive Director of the DEPARTMENT or his assignee.

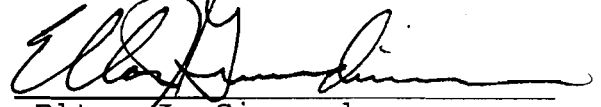
IN WITNESS THERETO, the parties hereto have caused these presents to be executed by the officer or agents thereunto lawfully authorized.

EXECUTIVE BOARD OF THE
DEPARTMENT OF NATURAL RESOURCES

Attest:



By:



Elton J. Gissendanner
Executive Director
Its Agent for this Purpose

Effective Date:

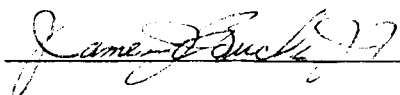
12/16/85

BOARD OF COUNTY COMMISSIONERS

Attest:

Anna E McCormick

By:



Its Agent for this Purpose

Chris Sullivan
DNR Contract Manager

Harold Steppin
DNR Contract Administrator

[Signature]
DNR Attorney

FLORIDA BOATING IMPROVEMENT PROGRAM

Grants Accountability Policy

I. Purpose and Accountability

This grants accountability policy establishes uniform guidelines and procedures to be utilized to account for grants funds disbursed by the Department of Natural Resources under the Florida Boating Improvement Program. It sets forth principles for determining eligible program costs, supporting documentation, minimum reporting requirements and applies to all project sponsors receiving funds through the program. Waiver or modification of the eligible costs, supporting documentation or reporting requirements may be made by the Department's Executive Director, or his designee, provided that the approval for any such changes shall be evidenced by an appropriate provision in the project agreement, or amendment thereto.

II. Disbursement of Funds

Grant funds shall be disbursed by the Department directly to the project sponsor in accordance with good cash management principles. A maximum of five payments may be requested for a single project. The initial payment may be advanced to the County, however, the amount advanced shall not exceed the expected cash needs for the project within the initial three months. Thereafter, progress payments shall be made on a reimbursement basis. A retainage of 10% of the grant amount shall be reimbursed upon documented completion of the project.

For completed projects approved for retroactive funding, the total project amount will be reimbursed upon documentation of eligible expenses.

III. Contract Classification

Program project agreements are defined as Actual Cost contracts whereby sponsors are reimbursed for eligible project costs incurred in accomplishing the project required by the Department.

EXHIBIT B

IV. Purchases of Goods and/or Services

All purchases of goods and/or services for the accomplishment of the project shall be negotiated, at a minimum, in accordance with the provisions of Chapter 287, Part I, Florida Statutes and related Rules of the Florida Administrative Code in effect at the time such purchases are made.

V. Eligible and Ineligible Costs

Eligible project costs include only those items necessary and reasonable for the design and construction of a specific project, and be directly allocable to the project pursuant to the State laws, rules and regulations. Costs must be incurred and work performed within the project period except for preagreement costs specifically identified in the project agreement. The following paragraphs identify eligible and ineligible costs for payment under the program:

1. Contractual Services

- a. Eligible - Costs of work performed by private or independent contractors that is directly related to the accomplishment of the project.
- b. Ineligible - Costs for work performed by contractors pursuant to cost-plus or contingency fee contracts.

2. Materials and Supplies

- a. Eligible - All costs of materials and supplies consumed or expended in accomplishing the project including direct purchases as well as withdrawals from grantee's stock.
- b. Ineligible - Costs of small tools, construction equipment, boats, motors, clothing or uniforms, office supplies, law enforcement and safety equipment, operating expendables or replacement parts for grantee owned equipment.

3. Salaries and Wages - Ineligible.

4. Employee Benefits - Ineligible

5. Equipment

- a. Eligible- Actual cost incurred for the rental of equipment by the grantee from independent sources for the

time such equipment is used or required to be available to accomplish the project.

- b. Ineligible - Use of grantee owned equipment.
- 6. Travel and Per Diem - Ineligible.
- 7. Indirect Costs - Ineligible.

VI. Supporting Documentation

1. Contractual Services - Services provided for project sponsors by private or independent contractors shall be evidenced by formal agreements or contracts executed by all appropriate parties specifying the exact terms and conditions. Competitive bid specifications and actual bids received shall be maintained by the project sponsor. Appropriate records (i.e. contracts or invoices, cancelled checks, etc.) shall be maintained by project sponsors to support work and/or services performed through contractual services.
2. Materials and Supplies
 - a. Direct Purchases - Vendor invoices shall be maintained that include a description of the items and quantity purchased, unit cost and total cost, less applicable discounts. Invoices shall also contain the delivery date and signature of a project sponsor employee assigned to work on the project along with a description of the general use for such materials or supplies. Purchase orders, requisitions, cancelled checks and competitive bid documentation as applicable, shall be maintained as evidence of payment for such purchases.
 - b. Project Sponsor Stock - Materials or supplies taken from a project sponsor's stock or inventory shall be supported by material requisitions or other job order/project cost records signed by the storekeeper and the project sponsor employee assigned to work on the project. These source documents shall describe items in detail and identify the general use of such materials based upon the project sponsor's normal method of inventory evaluation. No warehouse or overhead charges by the project sponsor shall be allowed.

3. Real Property - Appraisals or other documentation as required by the Department shall be maintained and submitted for review to support values established for purchased real property.

VII. Billing

The Project sponsor shall submit the program reimbursement request form, DNR Form 42-065, to the Department. This payment request form shall be accompanied by the documentation or schedules specified below for those costs that are to be made directly to the project sponsor upon approval of the Department's project administrator and Office Chief or Division Director.

1. Contractual Services - The Contractual Purchases Schedule, DNR Form 42-062, shall accompany payment requests for reimbursement of contractual purchases. The contractor's name, check or voucher number, cost and general description of work performed shall be reported to the Department.
2. Materials and Supplies.
 - a. Direct Purchases - The Direct Material Purchases Schedule, DNR Form 15-034(16), shall accompany payment requests for reimbursement of direct material purchases. The vendor's name, check and voucher number, cost, and general description of items purchased shall be reported to the Department.
 - b. Project Sponsor Stock - The Grantee Stock Material Cost Schedule, DNR Form 15-035(16), shall accompany payment requests for reimbursement of materials utilized from the project sponsor's stock or inventories. The material requisition data and number, general description or materials used and applicable cost shall be reported to the Department.
3. Real Property - A copy of the closing statement, warranty deed and title insurance shall be submitted.

VIII. Alternate Billing Procedures.

- a. The project sponsor may request advance written approval of the Department's project administrator to submit other available accounting records in lieu of the specified Department forms,

provided such alternate records contain the same detailed information as required above in Section V.

- b. The project sponsor may request advance written approval of the Department's project administrator to engage independent Certified Public Accountants to provide a review and compilation of project costs presented in the same general cost categories as contained on the reimbursement request form, DNR 42-065. Such statements shall be accepted in lieu of the other specified Department forms required above for Section V, only if payment requests are withheld by the project sponsor until completion of the project and submitted with the CPA's report. The additional cost incurred by the project sponsor for this alternate billing method shall not be eligible for reimbursement.

IX. Services Provided by Affiliated Agencies.

If services are obtained or materials purchased from subunits or divisions of the project sponsor, such costs shall be supported and billed in the same manner as required for the project sponsor and reimbursement shall be requested by and made to the project sponsor by the Department.

X. Record Retentions and Audits.

- (1) Financial records, supporting documentation, statistical and all other records pertinent to this contract shall be retained for a period of three years, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three year retention period. The retention period commences from the date of the submission of the final expenditure report, or for annual renewable grants or contracts, from the date of submission of the annual financial status report.
- (2) All records of the project sponsor in support of the project cost included in payment requests shall be subject to review by the Department, the Auditor General, Comptroller, or others who may be authorized to audit the records of the Department which involves the project sponsor.

XI. Forms.

Described below and attached are grant forms available to the project sponsor from the Department. Copies may be obtained from the Department. There is no cost involved in procuring any of these forms:

- DNR 42-066 Florida Boating Improvement
Program Payment Request Form
- DNR 42-065 Direct Material Purchases
Schedule
- DNR 42-064 Project Sponsor Stock Material
Cost Schedule
- DNR 42-062 Contractual Purchase Schedule

DEPARTMENT OF NATURAL RESOURCES
FLORIDA BOATING IMPROVEMENT PROGRAM

GRANT PAYMENT REQUEST

PROJECT NAME:

COUNTY:

PROJECT NUMBER:

PAYMENT REQUEST NUMBER: () One
() Two () Final

TYPE OF PAYMENT: () Reimbursement

PAYMENT REQUEST PERIOD:

PROJECT EXPENDITURES SUMMARY

	Total to Date	This Request
Pre-construction Expenses	\$ _____	\$ _____
Contractual Services	_____	_____
Materials and Supplies	_____	_____
Other Eligible Expenses	_____	_____
Total	_____	_____

FBIP FUNDS REQUESTED:

FBIP FUNDS REQUESTED: \$ _____

Amount of Grant	\$ _____
FBIP Funds Previously Disbursed	(_____)
Balance Available	_____
FBIP Funds Requested This Payment	_____
Balance Remaining	_____

() Certification for Reimbursement: I certify that the above expenses were incurred for the approved project and that the progress of the project is consistent with the amount requested.

Project Administrator Date

Financial Officer Date

Reviewed and Approved:

DNR Contract Manager Date

Chief, Office of Rec. Services Date

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES
Florida Boating Improvement Program
Project Application

Project Identification

1. Type of Project: Acquisition Development Planning
Launch Site New
Docking Facility Expansion
Channel Marking Renovation
Other (specify) _____

For Office Use Only	
Date Received	<u>10/3/85</u>
Project No.	<u>57385030</u>
County	<u>ORANGE</u>

2. Project Title: Ferncreek Boat Ramp
3. Project Location: Ferncreek Drive, Sec. 13 and 18, Twp. 23, Range 29 and 30.
4. Brief Description of Project: Renovation to boat ramp - install fencing

5. Grant Requested: \$ 3,221.52
Source of Other Funds: _____
\$ 0
Estimated Total Project Cost \$ 3,221.52

6. Applicant Identification:
Applicant County: Orange
Located in City of: Orlando (if applicable)
Liaison Agent: James J. Buck, Jr.
Appointed Representative of Orange County, Board
(Name of County)
of County Commissioners
Address: Orange Co. Parks & Recreation Dept.
118 W. Kaley Street
Orlando, FL 32806
Phone No. (305) 420-3640 suncom 356-3640
7. Signature: James J. Buck, Jr.
Date: 9/18/85

Est. Public A