

**RESOLUTION NO. 84-11-07**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION OF THE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR THE COSTS OF DREDGING THE LAKE PARK HARBOR MARINA BASIN, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town applied for and received financial assistance from the Florida Fish and Wildlife Conservation Commission to fund the costs of dredging the Lake Park Harbor Marina Basin; and

**WHEREAS**, the Town has heretofore been unable to perform the work outlined in the original agreement; and

**WHEREAS**, the Town requested an extension of time to perform the work outlined in the original agreement; and

**WHEREAS**, the Florida Fish and Wildlife Conservation Commission has indicated a willingness to extend the performance period on the agreement until December 2008.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida:

**SECTION 1.** The wheras clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

**SECTION 2.** The Mayor is hereby authorized and directed to execute the Extension of the Grant Agreement with Florida Fish and Wildlife Conservation Commission which is attached hereto as **Exhibit “A.”**


**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

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

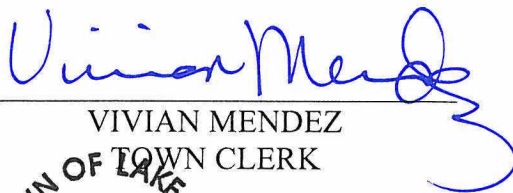
	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 84-11-07 duly passed and adopted this 7 day of November, 2007.

TOWN OF LAKE PARK, FLORIDA

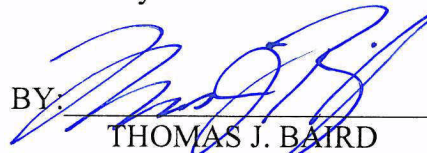
BY:   
PAUL W. CASTRO  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

TOWN OF LAKE PARK  
TOWN SEAL  
SEAL  
FLORIDA

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



November 21, 2007

Florida Fish  
and Wildlife  
Conservation  
Commission

Ms. Virginia Martin  
Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

*Executive Staff*

**Rodney Barreto**  
Chair  
Miami

**Kathy Barco**  
Jacksonville

**Ronald M. Bergeron**  
Fort Lauderdale

**Richard A. Corbett**  
Tampa

**Dwight Stephenson**  
Delray Beach

**Kenneth W. Wright**  
Winter Park

**Brian S. Yablonski**  
Tallahassee

RE: FWC Contract No. 05224 – Hurricane Damage Relief Grant

Dear Ms. Martin:

Enclosed is an original of the amendment to extend the ending date from December 31, 2007 to December 31, 2008 on your Hurricane Damage Relief Grant, FWC 05224.

Also enclosed is a revised Invoice Form that directs all invoices and documentation to this address. If you have questions or need further information, please contact me at (850) 410-0656 Ext. 17122 or [Patricia.Harrell@MyFWC.com](mailto:Patricia.Harrell@MyFWC.com).

*Executive Staff*

**Kenneth D. Haddad**  
Executive Director

**Victor J. Heller**  
Assistant Executive  
Director

**Karen Ventimiglia**  
Deputy Chief of Staff

Sincerely,

Patricia Harrell  
Boating and Waterways  
Mail Station 1M

/ph  
Enclosures

Division of Law  
Enforcement  
Julie Innes  
Director

(850) 488-6251  
(850) 921-6453  
FAX

*Managing fish and wildlife  
resources for their long-  
term well-being and the  
benefit of people.*



620 South Meridian Street  
Tallahassee, Florida  
32399-1600  
Voice: (850) 488-4676

Hearing/speech impaired:  
(800) 955-8771 (T)  
(800) 955-8770 (V)

MyFWC.com

**AMENDMENT NO. 1 TO AGREEMENT**

This AMENDMENT TO AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION") and the TOWN OF LAKE PARK dba LAKE PARK HARBOR MARINA ("GRANTEE"), and amends that Agreement entered into between the COMMISSION and the GRANTEE dated April 21, 2006, and hereinafter referred to as the "ORIGINAL AGREEMENT".

IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the ORIGINAL AGREEMENT, the parties agree to amend the ORIGINAL AGREEMENT as follows, which amendments shall govern to the exclusion of any provision of the ORIGINAL AGREEMENT to the contrary:

- 1. Paragraph 10 of the ORIGINAL AGREEMENT is hereby amended to read as follows:

**TERM OF AGREEMENT:** This Agreement shall begin upon execution by both parties and end **December 31, 2008**, inclusive. The GRANTEE shall not be eligible for reimbursement for services rendered after the termination date of the Agreement.

- 2. No funds in addition to those provided for in the ORIGINAL AGREEMENT are authorized or allocated by this AMENDMENT TO AGREEMENT.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT on the date and year last written below.

**TOWN OF LAKE PARK  
dba LAKE PARK HARBOR MARINA**

  
\_\_\_\_\_  
Mayor

November 2, 2007  
Date

Approved as to form and legality:

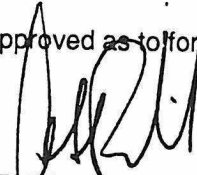
  
\_\_\_\_\_  
Grantee Attorney

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

  
\_\_\_\_\_  
Kenneth D. Haddad, Executive Director

11/21/07  
Date

Approved as to form and legality:

  
\_\_\_\_\_  
Commission Attorney

Florida Fish and Wildlife Conservation Commission  
Hurricane Damage Relief Grant Program

# INVOICE

Invoice Date: \_\_\_\_\_

FWC Contract #: \_\_\_\_\_

**Remit payment to:**

Grantee:	
Address:	
City:	State: FL Zip:
FEID #:	<b>Amount of Grant Award: \$</b>

**PRE-AWARD COSTS**

Dates of Service	Cost Item	Amount
	Insurance Deductible	\$
	Debris Removal	\$
	Repair/Replace Equipment	\$
	Repair/Rebuild – Construction	\$
	Other:	\$

**PROJECT COSTS**

Dates of Service	Cost Item	Amount
	Debris Removal	\$
	Repair/Replace Equipment	\$
	Repair/Rebuild – Construction	\$
	Other:	\$

Total Costs: \$

Grantee Matching Funds: \$

Amount for Reimbursement: \$

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

Signed: \_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

**Mail to:** Florida Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways, MS 1M  
620 S Meridian St.



October 17, 2007

**Florida Fish  
and Wildlife  
Conservation  
Commission**

**Commissioners**

**Rodney Barreto**  
Chair  
Miami

**Kathy Barco**  
Jacksonville

**Ronald M. Bergeron**  
Fort Lauderdale

**Richard A. Corbett**  
Tampa

**Dwight Stephenson**  
Delray Beach

**Kenneth W. Wright**  
Winter Park

**Brian S. Yablonski**  
Tallahassee

**Executive Staff**

**Kenneth D. Haddad**  
Executive Director

**Victor J. Heller**  
Assistant Executive  
Director

**Karen Ventimiglia**  
Deputy Chief of Staff

**Division of Law  
Enforcement**  
**Julie Jones**

Director

(850) 488-6251  
(850) 921-6453

FAX

Ms. Virginia Martin  
Grants Writer  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

RE: FWC Contract No. 05224 – Hurricane Damage Relief Grant

Dear Ms. Martin:

Enclosed are three (3) originals of the amendment to extend the ending date from December 31, 2007 to December 31, 2008 on your Hurricane Damage Relief Grant, FWC 05224. Please have the amendment reviewed, signed, and return all three (3) originals to me. Upon full execution, an original will be returned to you.

Also enclosed is a revised Invoice Form that directs all invoices and documentation to this address. If you have questions or need further information, please contact me at (850) 410-0656 Ext. 17122 or [Patricia.Harrell@MyFWC.com](mailto:Patricia.Harrell@MyFWC.com).

Sincerely,

Patricia Harrell  
Boating and Waterways  
Mail Station 1M

/ph

Enclosures

*Managing fish and wildlife  
resources for their long-  
term well-being and the  
benefit of people.*

620 South Meridian Street  
Tallahassee, Florida  
32399-1600  
Voice: (850) 488-4676

Hearing/speech impaired:  
(800) 955-8771 (T)  
(800) 955-8770 (V)

MyFWC.com

Florida Fish and Wildlife Conservation Commission  
Hurricane Damage Relief Grant Program

# INVOICE

Invoice Date: \_\_\_\_\_

FWC Contract #: \_\_\_\_\_

**Remit payment to:**

Grantee:	
Address:	
City:	State: FL Zip:
FEID #:	<b>Amount of Grant Award: \$</b>

**PRE-AWARD COSTS**

Dates of Service	Cost Item	Amount
	Insurance Deductible	\$
	Debris Removal	\$
	Repair/Replace Equipment	\$
	Repair/Rebuild – Construction	\$
	Other:	\$

**PROJECT COSTS**

Dates of Service	Cost Item	Amount
	Debris Removal	\$
	Repair/Replace Equipment	\$
	Repair/Rebuild – Construction	\$
	Other:	\$

Total Costs: \$

Grantee Matching Funds: \$

Amount for Reimbursement: \$

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

Signed: \_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

**Mail to:** Florida Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways, MS 1M  
620 S Meridian St.



# FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



RODNEY BARRETO  
Miami

SANDRA T. KAUPE  
Palm Beach

H.A. "HERKY" HUFFMAN  
Enterprise

DAVID K. MEEHAN  
St. Petersburg

KATHY BARCO  
Jacksonville

RICHARD A. CORBETT  
Tampa

BRIAN S. YABLONSKI  
Tallahassee

KENNETH D. HADDAD, Executive Director  
VICTOR J. HELLER, Assistant Executive Director

DIVISION OF LAW ENFORCEMENT  
COLONEL JULIE JONES, Director  
LT. COLONEL JIM BROWN, Deputy Director  
LT. COLONEL DON HOLWAY, Deputy Director  
LT. COLONEL JIM McCALLISTER, Deputy Director  
LT. COLONEL MIKE WIWI, Deputy Director  
(850)488-6251 TDD (850)488-9542

April 26, 2006

Patience Cohn, Project Manager  
Lake Park Harbor Marina  
535 Park Avenue  
Lake Park, FL 33403

RE: Grants to Marinas Damaged During 2004 Hurricanes  
FWC Contract # 05224

Dear Ms. Cohn:

Enclosed is an original of the fully executed Grant Agreement along with an Invoice Form. Please make copies of the form for your use along with copies of the Certificate of Completion form that is also included.

If Pre-Award Costs were awarded, simply complete the Invoice Form and the Certificate of Completion form and submit to the address indicated. Documentation that was submitted for Pre-Award Costs in the grant application package will be used for this request. If you were also awarded Proposed Costs, request for reimbursement is to be submitted when the Project is completed. Please remember to retain documentation for those costs or submit a detailed spreadsheet. Refer to Attachment B of the Grant Agreement for detailed information.

The invoices must go through a pre-audit prior to submission for payment. Please refer to the Payments Section of your Grant Agreement, and note the Commission has 30 days for review and approval. Hopefully, this review will take much less than 30 days. A check will be mailed to the address indicated in the Grant Agreement.

If you have any questions, please feel free to give me a call at 850.488.5600.

Sincerely

A handwritten signature in black ink that reads "Patricia Harrell".

Patricia Harrell, Boating Access Coordinator  
Boating and Waterways  
Division of Law Enforcement

/ph  
Enclosures

Florida Fish and Wildlife Conservation Commission  
Hurricane Damage Relief Grant Program

## INVOICE

Invoice Date: \_\_\_\_\_

FWC Contract #: \_\_\_\_\_

**Remit payment to:**

Grantee:	
Address:	
City:	State: FL Zip:
FEID #:	<b>Amount of Grant Award: \$</b>

### PRE-AWARD COSTS

Dates of Service	Cost Item	Amount
	Insurance Deductible	\$
	Debris Removal	\$
	Repair/Replace Equipment	\$
	Repair/Rebuild – Construction	\$
	Other:	\$

### PROJECT COSTS

Dates of Service	Cost Item	Amount
	Debris Removal	\$
	Repair/Replace Equipment	\$
	Repair/Rebuild – Construction	\$
	Other:	\$

Total Costs: \$

Grantee Matching Funds: \$

Amount for Reimbursement: \$

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

Signed: \_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

Mail to: FWC – Marina Grants Program  
Invoice  
P.O. Box 22105  
Tampa, FL 33622-2105



**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**  
**HURRICANE DAMAGE RELIEF GRANT PROGRAM**

**CERTIFICATION OF COMPLETION STATEMENT**

I, \_\_\_\_\_  
(Print Name and Title)

representing \_\_\_\_\_  
(Grantee)

do hereby certify under penalties of perjury, as provided in s. 837.012, Florida Statutes, that the Hurricane Damage Relief Grant Program project funded by FWC Contract No. \_\_\_\_\_ has been completed in compliance with all terms and conditions of said Grant 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)

STATE OF FLORIDA, COUNTY OF ( \_\_\_\_\_ )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, who subscribed and swore to the above instrument in my presence.

Notary Public Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_ (SEAL)

**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 Grant Agreement.

Division: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMENDMENT NO. 1 TO AGREEMENT**

This AMENDMENT TO AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION") and the TOWN OF LAKE PARK dba LAKE PARK HARBOR MARINA ("GRANTEE"), and amends that Agreement entered into between the COMMISSION and the GRANTEE dated April 21, 2006, and hereinafter referred to as the "ORIGINAL AGREEMENT".

IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the ORIGINAL AGREEMENT, the parties agree to amend the ORIGINAL AGREEMENT as follows, which amendments shall govern to the exclusion of any provision of the ORIGINAL AGREEMENT to the contrary:

- 1. Paragraph 10 of the ORIGINAL AGREEMENT is hereby amended to read as follows:

**TERM OF AGREEMENT:** This Agreement shall begin upon execution by both parties and end **December 31, 2008**, inclusive. The GRANTEE shall not be eligible for reimbursement for services rendered after the termination date of the Agreement.

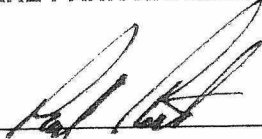
- 2. No funds in addition to those provided for in the ORIGINAL AGREEMENT are authorized or allocated by this AMENDMENT TO AGREEMENT.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT on the date and year last written below.

**TOWN OF LAKE PARK  
dba LAKE PARK HARBOR MARINA**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

  
\_\_\_\_\_  
Mayor

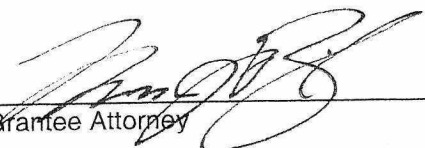
\_\_\_\_\_  
Kenneth D. Haddad, Executive Director

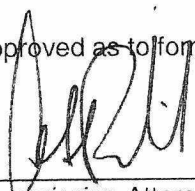
*November 7, 2007*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legality:

Approved as to form and legality:

  
\_\_\_\_\_  
Grantee Attorney

  
\_\_\_\_\_  
Commission Attorney

**HURRICANE DAMAGE RELIEF FOR MARINAS GRANT PROGRAM  
GRANT AGREEMENT – Governmental Entities**

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 the TOWN OF LAKE PARK, dba LAKE PARK HARBOR MARINA, a governmental entity whose address is 535 Park Avenue, Lake Park, Florida 33403, hereafter "GRANTEE".

WHEREAS, the state of Florida was impacted by four major hurricanes, Charley, Frances, Ivan, and Jeanne, during the 2004 hurricane season, and

WHEREAS, the Florida Legislature and the Governor of Florida approved five million dollars in funding to assist Florida's public marinas with recovery from the impacts of these hurricanes,

WHEREAS, the COMMISSION has been charged with the responsibility for administering the Hurricane Damage Relief for Marinas Grant Program, hereafter "Program", and

WHEREAS, the GRANTEE has applied for and been approved for reimbursement of costs incurred as the result of hurricane damages during these 2004 hurricanes.

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

SCOPE OF SERVICES

1. The GRANTEE shall complete the project as described in the grant application, Attachment A, hereafter "Project".
2. 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.
3. The GRANTEE shall allow access to the Project site to the COMMISSION, its employees or agent for the duration for the purpose of site visit or inspection to verify the facility has been repaired as specified in Attachment A.
4. 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.**
5. 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.

## PUBLIC ACCESS

6. Public access will continue to be provided for the period of at least five (5) years from the fully executed date of the Grant Agreement.

## GRANTEE ELIGIBILITY

7. 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.
8. 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.

## DUTIES OF THE COMMISSION

9. The COMMISSION's Program Administrator shall review and approve requests for reimbursement for when the Project has been deemed complete and in compliance with the terms of the Agreement and process the request for payment.

## TERM OF AGREEMENT

10. This Agreement shall begin upon execution by both parties and end **December 31, 2007**, inclusive. A one-time extension to the Agreement may be allowed at the discretion of the COMMISSION. The request for the extension must be received, in writing, at least 60 days prior to the end date.
11. 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

12. For satisfactory completion of the Project 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 \$58,275.80.

## ALLOWABLE COSTS

13. Allowable costs are costs allowed for eligible projects stipulated in the Policies and Guidelines of the Program, and includes documented costs incurred prior to the start of this Agreement. The Policies and Guidelines are incorporated herein by reference and available at the COMMISSION's Web site [www.MyFWC.com/boating/grants/marinas](http://www.MyFWC.com/boating/grants/marinas).

## PAYMENTS

14. The COMMISSION shall pay the GRANTEE for satisfactory service upon submission of an invoice for documented Pre-Award costs, and a final invoice for the total allowable costs, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Program Administrator. **The invoice must be submitted within 30 days after completion of the Project.** The invoice shall include the FWC Contract Number and the Grantee's Federal Employer Identification (FEID) Number. An original and two (2) 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.

15. 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.**
16. No travel expenses are authorized under the terms of this Agreement.
17. 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 B.
18. The COMMISSION shall have 30 working days to inspect and approve goods and services.
19. 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.
20. Invoices, including backup documentation, shall be submitted to:

Florida Fish and Wildlife Conservation Commission  
Hurricane Damage Relief Grant Program  
Post Office Box 22105                      or                      2002 North Lois Avenue Ste 480  
Tampa, FL 33622    Tampa, FL 33607

MYFLORIDAMARKETPLACE VENDOR REGISTRATION

21. In accordance with Rule 60A-1.030 of the Florida Administrative Code (FAC), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

TERMINATION

22. 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.
23. 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.

TAXES

24. 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.

NOTICE

25. Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

GRANTEE

Town of Lake Park  
dba Lake Park Harbor Marina  
535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3354  
Fax: (561) 881-3355  
Attn: Patience Cohn, Project Manager

COMMISSION

Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways Section  
620 South Meridian Street  
Tallahassee, FL 32399-1600  
Phone: (850) 488-5600  
Fax: (850) 488-9284  
Attn: Patricia Harrell, Program Administrator

AMENDMENT OR MODIFICATION

26. 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.
27. 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

28. The GRANTEE shall perform as an independent agent and not as an agent, representative, or employee of the COMMISSION.
29. 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.
30. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

INSURANCE REQUIREMENTS

31. 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.
32. 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.

33. The GRANTEE, as an independent agent and not an agent, representative, or employee of the COMMISSION, agrees to carry adequate liability and other appropriate forms of insurance. The COMMISSION shall have no liability except as specifically provided in this Agreement.

#### CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES

34. 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.

#### PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

35. All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

#### RECORD KEEPING REQUIREMENTS

36. 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 principals. 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

37. 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

38. 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

39. 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.

### PUBLIC ENTITY CRIMES

40. In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

### PROHIBITION OF UNAUTHORIZED ALIENS

41. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

### PRIDE

42. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.  
12425 28th Street North  
St. Petersburg, Florida 33716  
Phone (727) 572-1987

### NON-ASSIGNMENT

43. 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.

### PERFORMANCE AND REMEDIES

44. The GRANTEE shall perform the services in a proper and satisfactory manner as determined by the COMMISSION.
45. 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

46. 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

47. 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

48. As consideration of 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.

FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS

49. 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 C, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Agreement, as applicable.

50. 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.

ENTIRE AGREEMENT

51. 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.)

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.

TOWN OF LAKE PARK  
dba LAKE PARK HARBOR MARINA

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Executive Director or designee

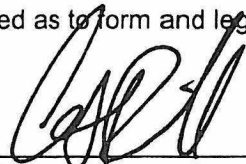
4/19/06  
\_\_\_\_\_  
Date

4/24/06  
\_\_\_\_\_  
Date

Paul Castro - Mayor  
\_\_\_\_\_  
Name & Title (Print)

Approved as to form and legality:

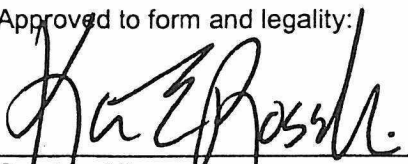
Town of Lake Park  
\_\_\_\_\_  
Grantee Name

  
\_\_\_\_\_  
FWC Attorney

535 Park Ave  
\_\_\_\_\_  
Address

Lake Park, FL 33403  
\_\_\_\_\_  
City, State, and Zip Code

59-6000355  
\_\_\_\_\_  
Federal Employer Identification Number (FEID)

Approved to form and legality:  
  
\_\_\_\_\_  
Grantee Attorney

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

- Attachment A: Grant Application #3703659
- Attachment B: Comptroller Cost Reimbursement Requirements
- Attachment C: Federal/Florida Single Audit Act Requirements
- Exhibit 1: Funds awarded pursuant to agreement
- Attachment D: Certification of Completion Form

**ATTACHMENT A**

**GRANT APPLICATION  
NUMBER 3703659**

**Town of Lake Park,  
dba Lake Park Harbor Marina**

**ATTACHMENT C  
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
 MARINAS DAMAGED IN 2004 HURRICANES  
 GRANT APPLICATION**



Fill in all sections that apply - Leave all other sections blank

#3703659

<b>I - APPLICANT INFORMATION</b>			
a. Marina/Facility Name: Lake Park Harbor Marina			
b. County: Palm Beach County		f. Project Manager Name: Patience Cohn	
c. Federal Employer Id. No.: 596000355		Project Manager Title: Harbor Marina Manager	
d. Applicant Name: Town of Lake Park Applicant Title:		g. Mailing Address: 535 Park Ave City: Lake Park Zip Code: 33403	
e. Applicant Address: 105 Lake Shore Dr City: Lake Park Zip Code: 33403		h. Telephone No.: 561-881-3354 Fax No.: 561-881-3355 Suncom No.: 264-3354 i. E-mail: pcohn@lakeparkflorida.com	

<b>II - PROJECT SUMMARY</b>			
a. Type of Costs:	<input checked="" type="checkbox"/> Pre-Award		<input checked="" type="checkbox"/> Proposed Costs
b. Type of Eligible Project:	<input checked="" type="checkbox"/> Repair/rebuild - insurance deductibles <input type="checkbox"/> Debris removal - insurance deductibles <input type="checkbox"/> Repair/replace equipment - insurance deductibles		<input type="checkbox"/> Repair/rebuild - insurance deductibles <input checked="" type="checkbox"/> Debris removal - insurance deductibles <input type="checkbox"/> Repair/replace equipment - insurance deductibles
c. Total Damages/ Cost:	Total Cost of Damages: <u>\$25000.00</u> Amount of Uninsured Damages: \$_____ Amount of Deductible (if app.) \$_____ Amount Requested <u>\$0.00</u>	Total Cost of Damages: <u>\$100000.00</u> Amount of Uninsured Damages: <u>\$100000.00</u> Amount of Deductible <u>\$300000.00</u> Amount Requested <u>\$100,000.00</u>	
d. Loss	% of Uninsured Damages to Total Cost of Damages _____ % of Uninsured Damages vs. Amount Requested _____	% of Total Cost of Damages vs. Uninsured Losses <u>100%</u> % of Uninsured Damages vs. Amount Requested <u>100.00%</u>	
e. Reimbursed: Insurance \$_____ FEMA <u>\$25000.00</u> Grants \$_____ Other \$_____ Specify: _____			

f. Brief Description of the Project:

January 2004 the marina was dredged to a mean 8' during the rebuild of the marina and the construction of 2 boat ramps. After hurricanes Frances and Jean the marina depth in the north west basin and near the boat ramps had changed dramatically.

III - NEED ASSESSMENT

a. Assess/Describe damages:

<u>103</u> Number of wet slips	_____ Number of wet slips damaged	_____ % of wet slips damaged
_____ Number of dry stack slips	_____ Number of dry stack slips damaged	_____ % of dry stack slips damaged
<u>2</u> Number of boat ramp lanes	_____ Number of boat ramp lanes damaged	_____ % of boat ramp lanes damaged

Describe any damages to fueling facilities and what repairs were needed:

Describe any damages to public restrooms, showers or laundry facilities and what repairs were needed:

2 Number of environmental educational kiosks 0 Number of environmental educational kiosks damaged

Briefly describe the kiosks: The ramp building and the ship store each have an area dedicated to informational incl, clean boating habits and manatee speed zone maps. We are presently partnering with the Water Management District to install a Kiosk outside next to the boat ramps

Describe debris created by hurricane damaged to be removed and provide estimates or actual size/weight of debris: Dredge material will not have estimate until we proceed

Describe any equipment that was damaged or destroyed and with what facilities or services it is associated:

b. Describe other vital services the marina was providing that are not currently available to the public since the damage:

The silted areas have restricted use and access to certain slips and type of boats

**IV – PUBLIC SERVICES**

a. Answer Yes or No to the following and provide information requested to describe the services provided:

Yes No

- Are at least 90 percent of the slips at the marina open to the general public on a first-come, first-served basis, pursuant to Rule 18-21.011, F.A.C.?
- Is the marina a designated "Clean Marina" under the Clean Marina Program within the Florida Department of Environmental Protection? If so, attach documentation that verifies the designation.

Does the marina provide services to the public on a first-come, first-served basis as follows:

Yes No

- Sewage pump-outs? Method (Direct/Mobile): direct Number: 2 Method (Direct/Mobile): \_\_\_\_\_ Number: \_\_\_\_\_
- Fueling facilities? Number: 1
- Repair facilities? Type: \_\_\_\_\_ Number: \_\_\_\_\_
- Public restrooms? Type: Standard Number: 8 Type: ADA Number: 4
- Public showers? Type: ADA Number: 4
- Public laundry facilities? Type: \_\_\_\_\_ Number: 2
- Environmental educational kiosks, signs, and other displays, such as how to identify sea grasses and how to avoid that area, manatees, littering?

b. Describe how this marina provided vital services prior to the damages and how funding from this grant will benefit public access to waterways in this area: The marina recently purchased land and redesigned it's facility to make the newly purchased land trailer parking. This is an enormous need in Palm Beach County. If the silt build up is not removed and continues to build up the ramps could become unusable to all but the smallest boats



V - BUDGET				
a. Has a detailed cost estimate been developed for this project? If yes, attach a copy to application.				
<input type="checkbox"/> Yes, Preliminary <input type="checkbox"/> Yes, Final <input checked="" type="checkbox"/> No				
b. PROJECT COST - SOFT (NON CASH) FUNDS				
Cost Item	Applicant	Other (List in Section VI)	Do Not Use This Column	TOTAL
Administration (no more than 5%)	\$ 2,000.00	\$		\$
In-Kind Engineering/Construction Management (no more than 10%)	\$ 6,000.00	\$		\$
In-Kind Labor, Materials, or Equipment	\$	\$		\$
Insurance deductibles - costs incurred by claimant (not to exceed 1.6%)	\$	\$		\$
Total Soft Funds	\$ 8,000.00	\$		\$

c. PROJECT COST – HARD (CASH) FUNDS				
Cost Item	Applicant	Other (List in Section VI)	Amount Requested	TOTAL
Planning/Engineering	\$	\$	\$	\$
Implementing/ Construction	\$	\$	\$	\$
Other: Floating Dock & Awnings	\$	\$	\$	\$
Total Hard Funds	\$	\$	\$	\$
<b>d. TOTAL FUNDS</b>	\$ 8,000.00	\$	\$ 100,000	\$ 108,000

VI – OTHER SOURCE OF FUNDS (STATUS)	
a. <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Loan    Agency:	Amount \$ _____
b. Grant Name:	Amount \$ _____
c. Approval Status: <input type="checkbox"/> Approved <input type="checkbox"/> Pending <input type="checkbox"/> Intend to Apply, Date: _____	
a. <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Loan    Agency:	Amount \$ _____
b. Grant Name:	Amount \$ _____
c. Approval Status: <input type="checkbox"/> Approved <input type="checkbox"/> Pending <input type="checkbox"/> Intend to Apply, Date: _____	

VII – PERMITS STATUS	Pending	Approved	Exempt
a. Florida Department of Environmental Protection, other than those listed below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Florida Fish and Wildlife Conservation Commission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. U.S. Army Corps of Engineers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Local, Water Management Districts, and Others (if needed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII – PERMITS AND LEASES	Number	Attached
a. Florida Department of Environmental Protection Environmental Resource Permit (ERP) or Wetlands Resource Permit (WRP)		<input type="checkbox"/>
b. Submerged Lands Lease	deeded	<input type="checkbox"/>

c. PROJECT COST - HARD (CASH) FUNDS				
Cost Item	Applicant	Other (List in Section VI)	Amount Requested	TOTAL
Planning/Engineering	\$	\$	\$	\$
Implementing/ Construction	\$	\$	\$	\$
Other:	\$	\$	\$	\$
<b>Total Hard Funds</b>	\$	\$	\$	\$
<b>d. TOTAL FUNDS</b>				
	\$	\$	\$ 100,000.00	\$

VI - OTHER SOURCE OF FUNDS (STATUS)	
a. <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Loan    Agency: _____ b. Grant Name: _____ Amount \$ _____ c. Approval Status: <input type="checkbox"/> Approved <input type="checkbox"/> Pending <input type="checkbox"/> Intend to Apply, Date: _____	
a. <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Loan    Agency: _____ b. Grant Name: _____ Amount \$ _____ c. Approval Status: <input type="checkbox"/> Approved <input type="checkbox"/> Pending <input type="checkbox"/> Intend to Apply, Date: _____	

VII - PERMITS STATUS	Pending	Approved	Exempt
a. Florida Department of Environmental Protection, other than those listed below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Florida Fish and Wildlife Conservation Commission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. U.S. Army Corps of Engineers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Local, Water Management Districts, and Others (if needed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII - PERMITS AND LEASES	Number	Attached
a. Florida Department of Environmental Protection Environmental Resource Permit (ERP) or Wetlands Resource Permit (WRP)		<input type="checkbox"/>
b. Submerged Lands Lease	deeded	<input type="checkbox"/>

IX - APPLICATION ATTACHMENTS CHECKLIST		
Inc.	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. <b>Cover Letter:</b> application transmittal cover letter (Identify priority rank with multiple applications).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. <b>Project Proposal:</b> a detailed description of project as outlined in the application instructions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. <b>Delegation:</b> If someone other than the Applicant is signing the application, attach a letter, adopted resolution, or other notifications authorizing the representative to sign the application and/or that the Project Manager has the authority to administer the grant on behalf of the applicant.
<input type="checkbox"/>	<input type="checkbox"/>	d. <b>Boundary Map:</b> indicate boundary of the project area.
<input type="checkbox"/>	<input type="checkbox"/>	e. <b>Site Control Documentation:</b> (e.g., a deed, lease, results of title search, etc. for the project site.)
<input type="checkbox"/>	<input type="checkbox"/>	f. <b>Photographs of Damages</b> (sufficient to damages incurred during the 2004 hurricane season)
<input type="checkbox"/>	<input type="checkbox"/>	g. <b>Permits:</b> Photocopies of necessary project permit(s) or permit application(s). If exempt, provide notification of exemption from permitting agency.
<input type="checkbox"/>	<input type="checkbox"/>	h. <b>Detailed Cost Estimate:</b> Cost estimate in the form of a formal bid, written quote from proposed vendor or an engineer's cost estimate.
<input type="checkbox"/>	<input type="checkbox"/>	i. <b>Plans:</b> preliminary design/engineering plans (if completed).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	j. <b>One (1) original application.</b>

Mail application to: Florida Fish and Wildlife Conservation Commission, Marina Grants Program  
 PO Box 22105, Tampa, FL 33622-2105

**APPLICANT SIGNATURE**

Application is hereby made for the activities described herein. I do hereby certify that to the best of my knowledge and belief, that the documentation and information is true, complete, and accurate.

I also certify the following:

- That 90 percent of the slips and associated services at the named facility are available to the general public on a first-come, first served basis, such they are available for use with no qualifying requirements such as club membership, stock ownership, or equity interest, with no longer than one-year rental terms and with no automatic renewal rights or conditions.
- The marina will continue to provide public access, as described above, for at least five (5) years.
- Lease fee payments for sovereign submerged lands leases are current
- No unresolved violations of ERP or WRP at the facility

By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Paul Carlisle, Town Manager

Print/Type Name \_\_\_\_\_

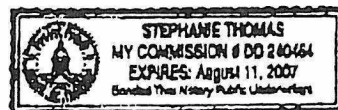
Town Manager  
 Title

Applicant Signature \_\_\_\_\_

1-25-06  
 Date

STATE OF FLORIDA, COUNTY OF Palm Beach  
 Personally appeared before me this 25th day of January, 2006, Paul Carlisle, who subscribed and swore to the above instrument in my presence.  
 Notary Public Name: Stephanie Thomas My commission expires: 8/11/07

NOTE: Instruction and further information regarding this application and the Florida Fish and Wildlife Conservation Commission, Marina Grants Program can be found in the Policies and Guidelines, or contact the Program Administrator, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600 - Telephone (850) 488-3600.



**ACTUAL COST OF MARINA PROJECT**

**October 1998 through January 2002**

**PHASE I           \$ 383,785.82**

**PHASE II           \$1,213,062.80**

**PHASE III           \$ 601,918.28**

**\$2,198,766.80**

## ATTACHMENT B

### 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.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

**ATTACHMENT C****REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS**

The administration of resources awarded by the Commission to the 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**

**None.**

### **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 10<sup>th</sup> 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 letters issued by the auditor, to 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

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.

**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: Hurricane Relief Damage Grant Program  
CSFA No.: 77.028  
Recipient: Town of Lake Park dba LAKE PARK HARBOR MARINA  
Amount: \$58,275.80

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

1. Public access must continue to be provided for the period of at least five (5) years from the fully executed date of the Grant Agreement.
2. Recipient must comply with the Policies and Guidelines, incorporated herein by reference and available at the COMMISSION's Web site [www.MyFWC.com/boating/grants/marinas](http://www.MyFWC.com/boating/grants/marinas).
3. 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.**

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**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**  
**HURRICANE DAMAGE RELIEF GRANT PROGRAM**

**CERTIFICATION OF COMPLETION STATEMENT**

I, \_\_\_\_\_  
(Print Name and Title)

representing \_\_\_\_\_  
(Grantee)

do hereby certify under penalties of perjury, as provided in s. 837.012, Florida Statutes, that the Hurricane Damage Relief Grant Program project funded by FWC Contract No. \_\_\_\_\_ has been completed in compliance with all terms and conditions of said Grant 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)

STATE OF FLORIDA, COUNTY OF ( \_\_\_\_\_ )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, who subscribed and swore to the above instrument in my presence.

Notary Public Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_ (SEAL)

**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 Grant Agreement.

Division: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO. 22.04.06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR THE PARTIAL FUNDING OF THE COSTS OF DREDGING THE LAKE PARK HARBOR MARINA BASIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has applied for and received financial assistance from the Florida Fish and Wildlife Conservation Commission to partially fund the costs of dredging the Lake Park Harbor Marina Basin; and

WHEREAS, the parties have agreed to reduce their agreement with respect to the funding of the dredging work, to writing which is memorialized in the Agreement attached hereto and incorporated herein as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Certification  
I, Vivian Mendez Clerk of the Town of Lake Park Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 9 day of April, 2006  
Vivian Mendez  
Town Clerk  
TOWN OF LAKE PARK  
SEAL  
FLORIDA

**SECTION 1.**

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

**SECTION 2.**

That Mayor is hereby authorized and directed to execute the Interlocal Agreement with Florida Fish and Wildlife Conservation Commission which is attached hereto as **Exhibit "A."**

**SECTION 3.**

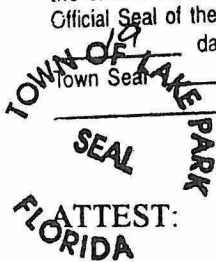
This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Vice-Mayor Daly, who moved its adoption. The motion was seconded by Commissioner Osterman and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 22-04-06 duly passed and adopted this 19 day of April, 2006.

I, Vivian Mendez Clerk of the Town of Lake Park Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This

19 day of April, 2006  
 Vivian Mendez  
 Town Clerk

TOWN OF LAKE PARK, FLORIDA

BY: Paul W. Castro  
 PAUL W. CASTRO  
 MAYOR

Vivian Mendez  
 Vivian Mendez  
 TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
 THOMAS J. BAIRD  
 TOWN ATTORNEY