

Agenda Item #: 3.M.9.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: Resolution Amending Resolution No. R-99-77, pertaining to the Florida Boating Improvement Program, which renumbers the statutory citations and complies with the newly enacted administrative reporting procedures and eligibility requirements.

Summary: This Resolution amends Resolution No. R-99-77, the Palm Beach County Florida Boating Improvement Program (FBIP). The amendment is required because the Florida Legislature amended and renumbered Section 327.25(16), Florida Statutes as Section 328.72(15), Florida Statutes, which established the FBIP and changed certain administrative reporting procedures and eligibility requirements of the FBIP. Countywide (AH)

Background and Justification: In January of 1999, the County approved Resolution No. R-99-77, which established the Palm Beach County FBIP. The FBIP provides county governments local access to and control over revenue collected from vessel registration fees. The State mandated that counties establish FBIP programs, pursuant to Section 327.25(16), Florida Statutes. The County subsequently adopted Resolution No. R-99-77 to provide rules and regulations, as well as policies and procedures for the administration and tracking of the County's FBIP program.

The purpose of the attached Resolution is to amend Resolution No. R-99-77 in order to achieve consistency with Section 328.72 (15), Florida Statutes, which amended eligible project costs mainly by deleting "other boating related activities" and adding "other public launching facilities", and requires counties demonstrate through an annual detailed accounting report of vessel registration revenues that the registration fees received pursuant to Florida Statute 328.72 were spent in accordance with the statutory requirements. The revised statutory citations, administrative procedures and eligibility requirements are incorporated into the attached resolution.

The County has received an average of approximately \$365,000 per year in FBIP funding over the past ten years. Because the funding is derived from countywide vessel registration fees, all projects must be open to Palm Beach County residents on a non-discriminatory basis.

Attachments:

1. Resolution No. 2007-_____
2. FBIP Project Agreement
3. FBIP Notice of Limitation of Use
4. Resolution No. R-99-77

Recommended by:


Department Director

Date

9/20/07

Approved by:


Assistant County Administrator

Date

9/28/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p><i>[Signature]</i> 9/26/07 OFMB 9/26/07</p>	<p><i>[Signature]</i> 9/27/07 Contract Development and Control 9/26/07</p>
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B. Legal Sufficiency:

Anne Delgado 9/27/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

RESOLUTION NO. R-2007-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING RESOLUTION NO. R-99-77; PROVIDING FOR A PURPOSE; AMENDING SECTION 3, "VESSEL REGISTRATION FEES"; AMENDING SECTION 4, "ADMINISTRATION OF FBIP"; AMENDING SECTION 5, "FBIP FUNDING FOR MUNICIPAL PROJECTS; AMENDING SECTION 6, "USE AND BENEFIT OF FBIP PROJECT"; AMENDMENT SECTION 7, "PROJECTS ELIGIBLE FOR FBIP FUNDING"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. R-99-77 was adopted by the Board of County Commissioners on January 12, 1999; and

WHEREAS, Resolution No. R-99-77 established the Palm Beach County Boating Improvement Program and provided for receipt of vessel registration fees; and

WHEREAS, the Florida Legislature amended and renumbered Section 327.25(16), Florida Statutes as Section 328.72(15), Florida Statutes, the statute which provides for vessel registration fees and the method by which the fees are distributed to Palm Beach County; and

WHEREAS, an amendment of Resolution No. R-99-77 is necessary to achieve consistency with the Florida Statutes.

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

Section 1. Purpose

The sole purpose of this Resolution is to amend Resolution No. R-99-77 to make the resolution consistent with Florida law.

Section 2. Vessel Registration Fees

Section 3(A) of Resolution No. R-99-77 is hereby amended to read:

A. In accordance with Section 328.72(15), Florida Statutes, monies collected from vessel registration fees are distributed by the Tax Collector to the Board of County Commissioners.

Section 3(B) of Resolution No. R-99-77 is hereby amended to read:

B. Palm Beach County ("County") shall receive vessel registration fees from all vessels registered in Palm Beach County. The County shall deposit said fees into a restricted reserve account designated for FBIP which shall be monitored by the Palm Beach County Parks and Recreation Department ("Department").

Section 3. Administration of the FBIP

Section 4(D) of Resolution No. R-99-77 is hereby amended to read:

D. The Board may approve a project with an estimated cost exceeding the amount of available FBIP funds. In such cases, the amount of the project cost exceeding available FBIP funds may be eligible for reimbursement from the allocation for the next fiscal year. However, any project so approved shall be subject to continued funding in accordance with Section 328.72(15), Florida Statutes. The Board does not guarantee or pledge payment of the balance in such cases and is not liable for any future reimbursement or pledge should funds not become available.

Section 4(F) of Resolution No. R-99-77 is hereby amended to read:

The County shall maintain and keep records of all projects receiving FBIP funds. Completed projects shall be included in the County's single audit report which shall be forwarded annually to the Auditor General of the State of Florida. Additionally, all funds expended pursuant to the FBIP program, the Department, on behalf of the County, shall demonstrate through an annual detailed account report of vessel registration revenues that the registration fees received pursuant to Florida Statute 328.72 were spent in accordance with subsection fifteen (15) of Florida Statute 328.72. The report shall be provided to the Fish and Wildlife Conservation Commission no later than November 1 of each year.

Section 4. FBIP Funding for Municipal Projects

Section 5(B) of Resolution No. R-99-77 is hereby amended to read:

B. A Project Agreement is required in order for the Board to allocate FBIP funding to a municipality for an approved eligible project. For municipal projects approved by the County through the budgetary process, the Director of the Department is authorized to execute the corresponding Project Agreement on behalf of the County. The County Attorney's Office shall review said Project Agreement for legal form and sufficiency prior to signature by the Director. A sample standard Project Agreement is attached hereto and incorporated herein as "Exhibit B-1". All Agreements that are non-standard shall be submitted to the Board for approval.

Section 5. Use and Benefit of FBIP Project

Section 6(A) of Resolution No. R-99-77 is hereby amended to read:

A. Any project developed with assistance from FBIP funding shall be for the benefit of all County residents. Upon completion, all projects shall be dedicated for public recreational use for a period of twenty-five (25) years from the date of full execution of the Project Agreement, or in the case of a County project, the date of approval by the County. For County projects, a Notice of Limitation of Use including said dedication shall be recorded by the County in the Public Records of Palm Beach County. The Director of the Department is authorized to execute the Notice of Limitation of Use on behalf of the County. The County Attorney's Office shall review said Notice of Limitation of Use for legal form and sufficiency prior to signature by the Director. A sample standard Notice of Limitation of Use is attached hereto and incorporated herein as "Exhibit D-1". All Notice of Limitation of Use that are non-standard shall be submitted to the Board for approval. For municipal projects, a Notice of Limitation of Use and the Project Agreement shall be recorded by the municipality in the Public Records of Palm Beach County.

Section 6. Projects Eligible for FBIP Funding

Section 7(A) of Resolution No. R-99-77 is hereby amended to read:

A. FBIP funds shall be used for those projects which improve recreational boating for the public in accordance with Section 328.72(15), Florida Statutes, for the purpose of providing recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Florida Statute 327.53.

Section 7(B) of Resolution No. R-99-77 is hereby amended to read:

B. FBIP funds may be used for those costs associated with acquisition, design, construction and completion of an eligible project including, but not limited to, the expansion, renovation, repair or installation of the following:

1. Launching facilities;
2. Recreational channel lights and markers;
3. Waterway related signs for safety, regulation or information;
4. Docking and mooring facilities;
5. Access roads and parking for boating facilities;
6. Channel dredging;
7. Public facilities associated with boat launchings, such as restrooms, lighting, landscaping, and docks; and
8. Land acquisition for public launching facilities.

Section 7(D) of Resolution No. R-99-77 is hereby amended to read:

D. Expenses that are ineligible for FBIP funding include, but are not limited to tools, boats, motors, office furniture and supplies, law enforcement and safety equipment, picnic areas, manatee and marine mammal protection recovery and removal of exotic aquatic vegetation.

Section 8. Severability

If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of the Resolutions.

Section 9. Effective Date

This Resolution shall take effect upon its adoption by the Board of County Commissioners.

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:

- Commissioner Addie L. Greene, Chairperson
- Commissioner John F. Koons, Vice Chair
- Commissioner Karen T. Marcus
- Commissioner Robert J. Kanjian
- Commissioner Mary McCarty
- Commissioner Burt Aaronson
- Commissioner Jess R. Santamaria

The Chairperson thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2007.

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK & .COMPROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT**

THIS AGREEMENT, is made and entered into this _____ day of _____, _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and _____, a Florida municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, in accordance with Section 328.72, Florida Statutes, the tax collector shall distribute vessel registration fees to the Board of County Commissioners; and

WHEREAS, in accordance with Section 328.72(15), Florida Statutes, said vessel registration fees are used for the sole purpose of providing recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Florida Statute 327.53; and

WHEREAS, the Board of County Commissioners has adopted Resolution No. R-99-77, as amended by Resolution No. R-2007-_____, establishing the Palm Beach County Florida Boating Improvement Program ("FBIP"); and

WHEREAS, said FBIP specifically provides for the County's allocation of vessel registration fees to municipalities for the purpose of funding eligible boating related projects; and

WHEREAS, the City has submitted a Project Application requesting FBIP funds in an amount not to exceed _____ for use toward _____ which is an eligible project in accordance with Resolution No. R-99-77, as amended; and

WHEREAS, funding in an amount not-to-exceed _____ is available from FBIP funds; and

WHEREAS, the parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements expressed herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.
2. This Agreement shall be performed in accordance with Section 328.72(15), Florida Statutes, and Palm Beach County Resolution No. R-99-77 as amended, which are hereby incorporated by reference as if fully set forth herein.
3. The term of this Agreement shall be for a period of twenty five (25) years commencing upon the date of full execution by the parties hereto.
4. a. The County hereby agrees to pay the City an amount not to exceed _____ on a reimbursement basis for costs associated with the City's eligible boating related project which includes _____, hereinafter

referred to as "Project", as more fully described in "Exhibit A", the Project Application, which is attached hereto and incorporated herein.

b. The County and the City hereby agree that expenditure of funds by City for said Project subsequent to _____ shall be eligible for reimbursement from County.

5. The County shall use its best efforts to provide said funds to the City within forty-five (45) days of receipt of the following information:

a. A Project Completion Certification form as provided by the County;

b. Project reimbursement forms provided by the County as applicable: Actual Cost Contract Payment Request, Contractual Services Purchases Schedule, Salaries and Wages Schedule, Direct Material Purchases Schedule, Material Grantee Stock Material Cost Schedule, and Grantee Equipment Costs Schedule.

c. A Notice of Limitation of Use as provided by the County that has been filed with the deed to the property in the public records of Palm Beach County.

6. The City is fully aware and understands that the County's performance and obligation to pay under this Agreement is contingent upon funding by the tax collector to the Board of County Commissioners through its annual appropriation of vessel registration fees.

7. The City shall complete the Project and provide accounting data to County for same on or before _____ () months from the date of execution of this Agreement by the parties hereto. Upon written notification to the County, at least ninety (90) days prior to the expected completion date, the City may request an extension beyond this period for the purpose of completing the Project. The County shall not unreasonably deny the City's request for said extension.

8. The City shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended on the Project as funded pursuant to this Agreement for a period of not less than three (3) years. Upon advance notice to the City, the County shall have the right to inspect the Project as well as the right to inspect and audit said books, records, documents and other evidence pertaining to the Project during normal business hours.

9. The City warrants that the Project shall be open to all Palm Beach County residents on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

10. The City hereby agrees that it shall be responsible for all costs of operation and maintenance of the Project for the term of this project Agreement.

11. The County shall have the right to terminate this Agreement due to City's non-compliance with the terms and conditions hereof or with non-compliance with Resolution No. R-99-77, as amended. Upon said termination, the City shall refund the County all FBIP funds tendered for the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended. A determination of non-compliance by the County may result in the CITY being ineligible for further FBIP funding until a time certain and/or under certain conditions as designated by the County. The City may request termination of this Agreement and the County, at its sole discretion, may elect to accept said termination. In such instance, the City shall refund the County all FBIP funds used on the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended.

12. Within the extent permitted by law and without waiving the right sovereign immunity, the City shall indemnify and hold the County harmless from and against any and

all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense of whatsoever kind or nature arising in a manner directly or indirectly related to the City's performance of this Agreement. However, the City does not indemnify the County from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense due to the County's negligence or willful misconduct. The liability limits set forth in Section 768.28, Florida Statutes, shall not be waived. This provision shall survive termination and expiration of this Agreement.

13. Prior to execution of this Agreement by the County, the City shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from the City's Risk manager. The City shall, during the term of this Agreement and any extension hereof, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, to specifically cover all exposures associated with the Project and terms and conditions of this Agreement. Where permissible with respect to the above coverage, such policy shall include Palm Beach County as additional insured. All policies shall contain a clause providing the County with at least thirty (30) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the foregoing requirements shall not relieve the City of its liability and obligations under this Agreement.

14. This Agreement represents the entire agreement of the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

15. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

16. This Agreement shall be governed by the laws of the State of Florida, and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. In the event any action, suit, or proceeding is commenced with respect to interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorneys fees incurred by such party in connection herewith.

17. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to the CITY:

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

ATTEST:

CITY OF _____

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
NOTICE OF LIMITATION OF USE**

The Property identified in the attached Project Agreement (required for municipal projects) and/or boundary map (required for County and municipal projects) has been developed by _____ (Name of Municipality or Palm Beach County) with financial assistance provided by the Palm Beach County Florida Boating Improvement Program (FBIP) in accordance with Section 328.72(15), Florida Statutes, and Palm Beach County Resolution No. 99-77 as amended. Pursuant to requirements of said Resolution, a project funded in whole or in part by the FBIP funds shall be dedicated for a minimum period of twenty five (25) years, upon approval of the project by the Board of County Commissioners, as an outdoor recreation area and shall be administered and made available to all Palm Beach County residents on a non-discriminatory basis regardless of residency, race, color, religion, disability, age, sex, national origin, ancestry, marital status, or sexual orientation. This Notice of Limitation of Use is not intended to convey title to the public. Title to the Property shall remain vested in _____ (Name of Municipality or Palm Beach County).

I certify that copies of the Notice of Limitation of Use form, project boundary map and Project Agreement (if applicable) have been filed in the County Courthouse with the deed to the Property for which the following grant project is located:

FBIP Project Name

Signature of Authorized Representative

Type or Print Name and Title

Date

RESOLUTION NO. R-99- 77

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE PALM BEACH COUNTY FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP), PROVIDING FOR RECEIPT OF VESSEL REGISTRATION FEES FROM THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES, PROVIDING FOR THE ADMINISTRATION OF THE FBIP PROGRAM, PROVIDING FOR FBIP FUNDING FOR ELIGIBLE MUNICIPAL PROJECTS, PROVIDING FOR USE AND BENEFIT OF FBIP PROJECTS, SETTING FORTH PROJECTS ELIGIBLE FOR FBIP FUNDING, PROVIDING FOR PROJECT DESIGN AND CONSTRUCTION, PROVIDING PROJECT COMPLETION AND PROJECT CLOSE OUT PROCEDURES, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with Section 327.25, Florida Statutes, the Florida Department of Highway Safety and Motor Vehicles collects vessel registration fees for those vessels required by law to be registered in the State of Florida; and

WHEREAS, said vehicle registration fees have historically been deposited in the Motorboat Revolving Trust Fund and have been appropriated to the Florida Department of Environmental Protection for grant funding to be provided to County governments; and

WHEREAS, the Florida Department of Environmental Protection created the Florida Boating Improvement Program to implement the allocation of said grant funds to County governments; and

WHEREAS, in accordance with Section 327.25(16), Florida Statutes, said grant funds are to be used for the sole purposes of providing recreational channel marking and public launching facilities and other boating related activities, for removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Section 327.53, Florida Statutes, and for manatee and marine mammal protection and recovery; and

WHEREAS, the Florida Legislature has recently amended Section 327.25(16), Florida Statutes, to provide for the deposit of vessel registration fees into the Marine Resources Conservation Trust Fund and to provide that said fees be directly remitted to County governments without prior appropriation to the Florida Department of Environmental Protection; and

WHEREAS, it is necessary that the Board of County Commissioners adopt the Palm Beach County Florida Boating Improvement Program to establish policies and procedures for the lawful distribution of said vessel registration fees.

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

Section 1. Establishment of the Palm Beach County Florida Boating Improvement Program

The Board of County Commissioners of Palm Beach County ("Board") hereby establishes the Palm Beach County Florida Boating Improvement Program ("FBIP").

Section 2. Table of Contents

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Section 3. Vessel Registration Fees

A. In accordance with Section 327.25(16), Florida Statutes, vessel registration fees are collected by the Florida Department of Highway Safety and Motor Vehicles ("FDHSMV") and deposited in the Marine Resources Conservation Trust Fund for distribution to counties.

B. Palm Beach County ("County") shall receive vessel registration fees from all vessels registered in Palm Beach County. Vessel registration fees collected during the preceding fiscal year shall be forwarded to the County by FDHSMV each July. The County shall deposit said fees into a restricted reserve account designated for the FBIP which shall be monitored by the Palm Beach County Parks and Recreation Department ("Department").

Section 4. Administration of the FBIP

- A. The Board shall utilize FBIP funds for eligible County projects.
- B. In order to allocate project funding for County projects, the Department shall include the project in the annual Capital Improvements Program ("CIP") for approval through the County's budget process or prepare a budget transfer fully describing the project and submit same for approval by the Board. For Board approved County projects requiring additional funding or a change in scope, the Department shall prepare a Project Amendment Request outlining the proposed changes for approval by the Board.
- C. FBIP funds may be used as the local cash matching requirement for the Florida Recreation Development Assistance Program, the Land and Water Conservation Fund Program, the Florida Inland Navigation District Waterways Assistance Program, or other grant programs requiring a local cash match, provided that the FBIP funds are used for eligible project elements.
- D. The Board may approve a project with an estimated cost exceeding the amount of available FBIP funds. In such cases, the amount of the project cost exceeding available FBIP funds may be eligible for reimbursement from the allocation for the next fiscal year. However, any project so approved shall be subject to continued funding in accordance with Section 327.25(16), Florida Statutes. The Board does not guarantee or pledge payment of the balance in such cases and is not liable for any future reimbursement or pledge should funds not become available.
- E. Any unspent FBIP funds allocated to a specific project shall be returned to the appropriate reserve account for future use.
- F. The County shall maintain and keep records of all projects receiving FBIP funds. Completed projects shall be included in the County's single audit report which shall be forwarded annually to the Auditor General of the State of Florida.
- G. The term of all projects funded in whole or in part with FBIP funds shall be for a minimum period of twenty-five (25) years and shall commence upon full execution of the Project Agreement or, in the case of a County project, upon approval of the project by the Board of County Commissioners.

Section 5. FBIP Funding for Municipal Projects

- A. A municipality may request FBIP funds by submitting a Project Application to the Department. A sample Project Application is attached hereto and incorporated herein as "Exhibit A". All Project Applications shall be reviewed and evaluated by the Department with regard to eligibility of the proposed project, completeness of the application, the municipality's compliance with previous Project Agreements, and County and/or Department priorities. Furthermore, eligible projects shall be considered once per year through the County's annual budgetary process, along with funding availability and County priorities. Eligible projects deemed by the Department to be of an urgent nature may be considered by the County outside of the budgetary process.
- B. A Project Agreement is required in order for the Board to allocate FBIP funding to a municipality for an approved eligible project. For municipal projects approved by the County through the budgetary process, the Director of the Department is authorized to execute the corresponding Project Agreement on behalf of the County. The County Attorney shall review said Project Agreement for legal form and sufficiency prior to signature by the Director. A sample, standard Project Agreement is attached hereto and incorporated herein as "Exhibit B". All Agreements that are non-standard shall be submitted to the Board for approval.
- C. Unless otherwise specified in the Project Agreement, project funding shall be for those costs incurred subsequent to the execution of the Project Agreement by the Board.
- D. The County shall disburse FBIP funding to a municipality upon completion of the Project on a reimbursement bases in accordance with the terms and conditions as set forth in the Project Agreement.
- E. Quarterly status reports shall be submitted to the Department by the municipality on a Project Status Report form. A sample Project Status Report form is attached hereto and incorporated herein as "Exhibit C".
- F. Should a municipality desire to propose any changes to the Project Agreement including but not limited to changes in scope or funding of the project, said proposed changes must be submitted in writing to the Department along with a

statement of justification for same. All such changes to a Project Agreement shall require a Project Amendment and shall be subject to approval by the Board, with the exception of Projects Amendments for time extensions up to a total of one year, which may be executed by the Director.

G. Upon non-compliance with the terms of this Resolution or the Project Agreement, the County, at its sole discretion, shall have the right to terminate a Project Agreement and the municipality shall refund to the County all FBIP funds tendered for the Project, plus applicable interest. Interest shall be calculated using the average annual Palm Beach County Board of County Commissioners consolidated investment yield, compounded annually from the date said Project Agreement was fully executed. In addition, the County may enforce the terms and conditions of the Project Agreement through any and all legal action deemed necessary by the County. Failure of a municipality to comply with the provisions of this Resolution or a Project Agreement may result in the Board declaring the municipality ineligible for participation in FBIP until a time certain and/or under certain conditions as designated.

H. A municipality may request termination of a Project Agreement and the County, at its sole discretion, may elect to accept said termination. In such instance, the municipality shall refund to the County all FBIP funds used on the Project, plus applicable interest, as calculated in Paragraph 5G. hereinabove.

Section 6. Use and Benefit of FBIP Project

A. Any project developed with assistance from FBIP funding shall be for the use and benefit of all Palm Beach County residents. Upon completion, all projects shall be dedicated for public recreational use for a period of twenty-five (25) years from the date of full execution of the Project Agreement or, in the case of a County project, the date of approval by the Board of County Commissioners. For County projects, a Notice of Limitation of Use including said dedication shall be recorded by the County in the Public Records of Palm Beach County. For municipal projects, a Notice of Limitation of Use and the Project Agreement shall be recorded by the municipality in the Public Records of Palm Beach County. A sample Notice of Limitation of Use is attached hereto and incorporated herein as "Exhibit D".

B. All projects funded in whole or in part by FBIP funds shall be made available to all Palm Beach County residents on a non-discriminatory basis for a period of twenty-five (25) years regardless of residency, race, color, religion, disability, age, sex, national origin, ancestry, marital status, or sexual orientation.

C. A permanent identification sign or plaque which credits the FBIP as a source of project funding is required to be erected at all completed projects where sign placement is feasible. Sign requirements are listed on "Sign Requirements for FBIP Projects", which is attached hereto and incorporated herein as "Exhibit E".

Section 7. Projects Eligible for FBIP Funding

A. FBIP funds shall be used for those projects which improve recreational boating for the public in accordance with Section 327.25(16) Florida Statutes, for the purpose of providing recreational channel marking and public launching facilities and other boating-related activities, for removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Section 327.53, Florida Statutes, and for manatee and marine mammal protection and recovery.

B. FBIP funds may be used for those costs associated with acquisition, design, construction, and completion of an eligible project including, but not limited to, the expansion, renovation, repair or installation of the following:

1. Launching facilities;
2. Recreational channel lights and markers;
3. Waterway and related signs for safety, regulation or information;
4. Docking and mooring facilities;
5. Access roads and parking for boating facilities;
6. Channel dredging;
7. Boating related support facilities and utilities such as restrooms, lighting, landscaping, water, sewer, and electric;
8. Artificial fishing reefs in State waters (design, construction, transportation, installation, marking, research, and monitoring);
9. Bulkhead, rip-rap, and seawall construction; and
10. Land acquisition for boating related projects.

C. Planning studies to assess the nature and extent of recreational boating within the County and to determine the demand and need for recreational boating facilities or related improvements are eligible for FBIP funding.

D. Expenses that are ineligible for FBIP funding include, but are not limited to, tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment.

E. Project construction expenses eligible for FBIP funding include payments to vendors for purchase of materials, equipment, rental of equipment, services, or lump sum labor contracts.

Section 8. Project Design and Construction

A. All projects shall be designed and constructed in accordance with applicable federal, state and local laws, rules, regulations, and building codes.

B. All local, state, and federal permits, leases, easements, consents, management agreements, or other similar authorizations for the project shall be obtained prior to commencement of construction of the project.

Section 9. Project Completion and Project Close Out Procedures

A. Upon completion of a project, a Project Completion Certification shall be submitted for all projects utilizing FBIP funds. A sample of a Project Completion Certification is attached hereto and incorporated herein as "Exhibit F".

B. For municipal projects, the municipality shall provide required materials as delineated in the required Project Close Out documentation form which is attached hereto and incorporated herein as "Exhibit G".

C. Reimbursement for municipal projects shall be requested on the following project reimbursement forms as applicable: Actual Cost Contract Payment Request, Contractual Services Purchases Schedule, Salaries and Wages Schedule, Direct Material Purchases Schedule, Material Grantee Stock Material Cost Schedule, and Grantee Equipment Costs Schedule. Samples of said project reimbursement forms are attached hereto and incorporated herein as "Exhibit H1 - H6".

D. The County and the municipalities utilizing FBIP funds for design or construction of an eligible project shall be responsible for ensuring the operation and maintenance of said project for the term of the Project Agreement.

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

COMMISSIONER MAUDE FORD LEE -	Aye
COMMISSIONER WARREN H. NEWELL -	Aye
COMMISSIONER KAREN T. MARCUS -	Aye
COMMISSIONER CAROL A. ROBERTS -	Aye
COMMISSIONER MARY McCARTY -	Absent
COMMISSIONER BURT AARONSON -	Absent
COMMISSIONER TONY MASILOTTI -	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 12 day of January, 1999.

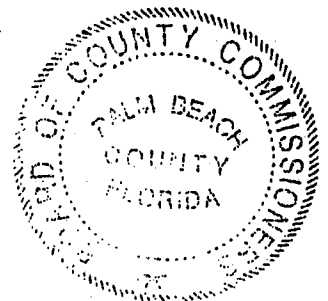
**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

DOROTHY H. WILKEN, CLERK

By: Linda C. Hickman
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Kathy Scarlett
County Attorney MEC



Date Received: _____

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT APPLICATION**

Part A: Identification

Applicant Information

Municipality: _____

Project Name: _____

Project Liaison: _____

Title: _____

Address: _____

Telephone: _____ Zip Code: _____

I hereby certify that the information provided in this application is true and accurate.

Signature: _____

Date: _____

Project Information

FBIP Amount Requested: \$ _____

Project Type (check one)

Acquisition ____ Development ____ Retroactive ____

Site Control (check one)

Acquiring ____ Leased ____ Own ____

If Leased, Date of Expiration: _____

Brief Project Description:

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT APPLICATION**

Page 2

Part B: Development

Project Description

Type and Estimated Cost of Proposed Development by Facility:

Facility	Quantity (Number and/or Footage)	Estimated Cost

Attachments (Required prior to Application Consideration)

- Location Map:** Attach a detailed street, road or highway map locating the project site and provide driving instructions from the nearest intersection.
- Site Plan:** Attach a legal sized conceptual site plan displaying location of planned facilities, if applicable.
- Boundary Map:** Provide a boundary map clearly identifying the project boundaries.

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT**

THIS AGREEMENT, is made and entered into this _____ day of _____, 19___, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and _____, a Florida municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, in accordance with Section 327.25, Florida Statutes, the Florida Department of Highway Safety and Motor Vehicles ("FDHSMV") collects vessel registration fees for vessels required to be registered in the State of Florida; and

WHEREAS, in accordance with Section 327.25(16), Florida Statutes, said vessel registration fees are returned to Counties for the purpose of providing recreational channel marking, public launching facilities, and other boating related activities; and

WHEREAS, the Board of County Commissioners has adopted Resolution No. R-99-____ establishing the Palm Beach County Florida Boating Improvement Program ("FBIP"); and

WHEREAS, said FBIP specifically provides for the County's allocation of vessel registration fees to municipalities for the purpose of funding eligible boating related projects; and

WHEREAS, the City has submitted a Project Application requesting FBIP funds in an amount not to exceed \$ _____ for use toward an eligible project; and

WHEREAS, funding is available from FBIP funds; and

WHEREAS, the parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements expressed herein, the parties hereby agree as follows:

1. This Agreement shall be performed in accordance with Section 327.26(16), Florida Statutes, and Palm Beach County Resolution No. R-99-____ which are hereby incorporated by reference as if fully set forth herein.
2. The term of this Agreement shall be for a period of twenty five (25) years commencing upon the date of full execution by the parties hereto.
3. a. The County hereby agrees to pay the City an amount not to exceed \$ _____ on a reimbursement basis for costs associated with the City's eligible boating related project which includes _____

hereinafter referred to as "Project", as more fully described in "Exhibit A" attached hereto and incorporated herein.

b. The County and the City hereby agree that there shall be no reimbursement of funds by the County for any expenditure made prior to the effective date of this Agreement with the exception of \$ _____ for the following expenditures: _____

4. The County shall use its best efforts to provide said funds to the City within forty-five (45) days of receipt of the following information:

a. A Notice of Limitation of Use form as provided by the County, that has been filed with the deed to the property in the Public Records of Palm Beach County;

b. A Project Completion Certification form as provided by the County;

c. A photograph of a permanent project identification sign which has been erected at the project site crediting the FBIP program as a source of project funding.

d. Project reimbursement forms provided by the County as applicable: Actual Cost Contract Payment Request, Contractual Services Purchases Schedule, Salaries and Wages Schedule, Direct Material Purchases Schedule, Material Grantee Stock Material Cost Schedule, and Grantee Equipment Costs Schedule.

5. The City is fully aware and understands that the County's performance and obligation to pay under this Agreement is contingent upon funding by the FDHSMV through its annual appropriation of vessel registration fees.

6. The City shall complete the Project and provide accounting data to County for same on or before _____ () months from the date of execution of this Agreement by the parties hereto. Upon written notification to the County, at least ninety (90) days prior to the expected completion date, the City may request an extension beyond this period for the purpose of completing the Project. The County shall not unreasonably deny the City's request for said extension.

7. The City shall submit to County quarterly status reports on the Project Status Report form provided to City by the County.

8. The City hereby agrees that any and all asphalt paving performed by the City within the scope of the Project shall conform with the State of Florida Department of Transportation's specifications for materials.

9. The City shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended on the Project as funded pursuant to this Agreement for a period of not less than three (3) years. Upon advance notice to the City, the County shall have the right to inspect the Project as well as the right to inspect and audit said books, records, documents and other evidence pertaining to the Project during normal business hours.

10. Upon completion, the City hereby agrees to dedicate the Project for public recreational use for a period of twenty five (25) years from the date of full execution of this Project Agreement. The City shall record the Project Agreement and a Notice of Limitation of Use including said dedication in the Public Records of Palm Beach County.
11. The City warrants that the Project shall be open to all Palm Beach County residents on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
12. Upon completion of the Project, the City shall erect a permanent sign or plaque in accordance with Resolution No. R-99-_____ crediting the FBIP as a source of funding. Said sign or plaque shall be erected at the completed Project where placement is feasible.
13. The City hereby agrees that it shall be responsible for all costs of operation and maintenance of the Project for the term of this project Agreement.
14. The County shall have the right to terminate this Agreement due to City's non-compliance with the terms and conditions hereof or with non-compliance with Resolution No. R-99-_____. Upon said termination, the City shall refund the County all FBIP funds tendered for the Project, plus applicable interest in accordance with Resolution No. R-99-_____. A determination of non-compliance by the County may result in the CITY being ineligible for further FBIP funding until a time certain and/or under certain conditions as designated by the County. The City may request termination of this Agreement and the County, at its sole discretion, may elect to accept said termination. In such instance, the City shall refund the County all FBIP funds used on the Project, plus applicable interest in accordance with Resolution No. R-99-_____.
15. Within the extent permitted by law, the City shall indemnify and hold the County harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense of whatsoever kind or nature arising in a manner directly or indirectly related to the City's performance of this Agreement. However, the City does not indemnify the County from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense due to the County's negligence or willful misconduct. The liability limits set forth in Section 768.28, Florida Statutes, shall not be waived.
16. Prior to execution of this Agreement by the County, the City shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from the City's Risk manager. The City shall, during the term of this Agreement and any extension hereof, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, to specifically cover all exposures associated with the Project and terms and conditions of this Agreement. Where permissible with respect to the above coverage, such policy shall include Palm Beach County as additional insured. All policies shall contain a clause providing the County with at least thirty (30) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the

foregoing requirements shall not relieve the City of its liability and obligations under this Agreement.

17. This Agreement represents the entire agreement of the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

18. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

19. This Agreement shall be governed by the laws of the State of Florida, and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. In the event any action, suit, or proceeding is commenced with respect to interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorneys fees incurred by such party in connection herewith.

20. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to the CITY:

City Manager
Name of City
Address of City

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

ATTEST:

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM

PROJECT STATUS REPORT

PROJECT NAME: _____

MUNICIPALITY OR COUNTY _____

<u>PROJECT ELEMENTS</u>	<u>WORK ACCOMPLISHED</u>	<u>% COMPLETED</u>
-------------------------	--------------------------	--------------------

PROBLEMS ENCOUNTERED:

PERIOD COVERED
(CHECK APPROPRIATE PERIOD)

July through September:	Due October 5th	_____
October through December:	Due January 5th	_____
January through March:	Due April 5th	_____
April through June:	Due July 5th	_____

LIAISON: _____
Signature

DATE: _____

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
NOTICE OF LIMITATION OF USE**

Notice of Limitation of Use/Site Dedication

The Property identified in the attached Project Agreement (required for municipal projects) and/or boundary map (required for County and municipal projects) has been developed by _____ (Name of Municipality or Palm Beach County) with financial assistance provided by the Palm Beach County Florida Boating Improvement Program (FBIP) in accordance with Section 327.25(16), Florida Statutes, and Palm Beach County Resolution # R- 99-_____. Pursuant to requirements of said Resolution, a project funded in whole or in part by FBIP funds shall be dedicated for a minimum period of twenty five years, commencing upon full execution of the Project Agreement or, in the case of a County project, upon approval of the project by the Board of County Commissioners, as an outdoor recreation area and shall be administered and made available to all Palm Beach County residents on a non-discriminatory basis regardless of residency, race, color, religion, disability, age, sex, national origin, ancestry, marital status, or sexual orientation.

I certify that copies of the Notice of Limitation of Use/Site Dedication form, project boundary map and Project Agreement (if applicable) have been filed in the County Courthouse with the deed to the property on which the following grant project is located:

FBIP Project Name

Signature of Liaison

Typed Name and Title

Date

**PALM BEACH COUNTY - FLORIDA BOATING
IMPROVEMENT PROGRAM
SIGN REQUIREMENTS**

EXAMPLE

(NAME OF PARK)

**WAS DEVELOPED BY
(Name of Municipality or Palm Beach County), FLORIDA
WITH FINANCIAL ASSISTANCE
FROM AND IN ACCORDANCE WITH
THE PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM**

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT COMPLETION CERTIFICATION**

Name of Municipality or Palm Beach County: _____

Project Name: _____

I hereby certify that the above referenced project was completed in accordance with the Palm Beach County Florida Boating Improvement Program and all funds were expended pursuant to the applicable Project Agreement or approval of the Board of County Commissioners..

Liaison
Agent: _____

Date: _____

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM**

REQUIRED CLOSE-OUT DOCUMENTATION (For Internal Use Only)

Sponsor (Palm Beach County or Name of Municipality): _____

Project Name: _____

Documentation	Development	Acquisition
Project Completion Certification	X	X
As-Built Site Plan	X	
Map and Driving Instructions to Project Site	X	X
List of Constructed Project Facilities and Improvements	X	
Color Photographs or Slides of Project and Identification Sign	X	X
Payment Request Form	X	X
Billing Schedules	X	X
Proof of Ownership		X
Appraisal		X
Purchase Contract		X
Notice of Limitation of Use	X	X
Survey of Project Area		X

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
ACTUAL COST CONTRACT PAYMENT REQUEST**

(Date)

(Municipality)

(Project Name)

Billing Period: _____

Billing # _____

	<u>Project Costs This Billing</u>	<u>Cumulative Project Costs</u>
<u>Contractual Services</u> (Exhibit H-2)	\$ _____	\$ _____
<u>Salaries, Wages and Benefits</u> (Exhibit H-3)	\$ _____	\$ _____
<u>Direct Purchases: Materials and Supplies</u> (Exhibit H-4)	\$ _____	\$ _____
<u>Grantee Stock</u> (Exhibit H-5)	\$ _____	\$ _____
<u>Equipment</u> (Exhibit H-6)	\$ _____	\$ _____
<u>Donated Real Property</u> (Attach documentation)	\$ _____	\$ _____
<u>Indirect Costs</u>	\$ _____	\$ _____
<u>TOTAL PROJECT COSTS</u>	<u>\$ _____</u>	<u>\$ _____</u>

CERTIFICATION: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the FBIP Project Status reports which have been submitted.

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Project Liaison/Date

Project Financial Officer/Date

PALM BEACH COUNTY USE ONLY

PBC-FBIP funding participation	\$ _____
Total PBC-FBIP Project costs to date	\$ _____
PBC-FBIP obligation to date	\$ _____
PBC-FBIP Retainage (%)	(\$ _____)
PBC-FBIP obligation remaining	\$ _____
PBC-FBIP funds previously disbursed	(\$ _____)
PBC-FBIP funds due this billing	\$ _____
PBC-FBIP Reviewed and approved by:	

Fiscal Manager, PBC Parks and Recreation Department/Date

Director, PBCounty Parks and Recreation Department/Date

CONTRACTUAL SERVICES PURCHASES SCHEDULE

(Date)

(Municipality)

(Project Name)

Billing Period _____

Billing # _____

Contractor Name	Contractor Invoice Number	Check or Voucher Number and Date	Project Cost	General Description
		TOTAL	\$ _____	

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available upon request.

Project Liaison

Date

Project Financial Officer

Date

**PALM BEACH COUNTY - FLORIDA BOATING IMPROVEMENT PROGRAM
SALARIES, WAGES AND BENEFITS SCHEDULE**

(Date) _____

(Municipality) _____

(Project Name) _____

Billing Period _____

Billing # _____

Employee Last Name and Initials	Job Classification	Project Hours This Bill	Hourly Rate	Project Labor Cost	Travel and Per Diem
				TOTAL	\$ _____

Certification: I hereby certify that the above employees worked on this project as reflected.

Certification: I hereby certify that the detailed time, records, project activity records payroll registers, travel vouchers, and cancelled warrants have been maintained as required to support the hours reported and are available for audit upon request.

Project Liaison

Date

Project Financial Officer

Date

FLORIDA BOATING IMPROVEMENT PROGRAM
DIRECT MATERIAL PURCHASES SCHEDULE

(Date)

(Municipality)

(Project Name)

Billing Period _____

Billing # _____

Vendor Name	Vendor Invoice Number	Check or Voucher Number and Date	Project Cost	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
			TOTAL	\$ _____

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

Certification: I hereby certify that invoices, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Project Liaison

Date

Project Financial Officer

Date

**FLORIDA BOATING IMPROVEMENT PROGRAM
MATERIAL GRANTEE STOCK MATERIAL COST SCHEDULE**

(Date)

(Municipality)

(Project Name)

Billing Period _____

Billing # _____

Date	Material Requisition Number	General Description of Material	Project Elements Material used on	Material Cost
TOTAL			\$ _____	

Certification: I hereby certify that the materials above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available upon request.

Project Liaison

Date

Project Financial Officer

Date

GRANTEE EQUIPMENT COSTS SCHEDULE

(Date)

(Project Sponsor)

(Project Name)

Billing Period _____

Billing # _____

Equipment Description (Type and Use)	Project Hours	Rental Rates or Cost	Equipment Rental Cost
		TOTAL	\$ _____

Certification: I hereby certify that the above equipment was used in accomplishing this project. Only actual operating hours have been reported for reimbursement of operating costs.

Certification: I hereby certify that detailed equipment usage records, logs and other appropriate documentation have been maintained as required to support the hours of equipment used claimed above and are available for audit upon request.

Project Administrator

Date

Project Financial Officer

Date