

RESOLUTION NO. 427-88

A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF GOLDEN BEACH ACCEPTING AN OFFER OF GRANT IN THE AMOUNT OF \$120,000 FROM THE FLORIDA DEPARTMENT OF NATURAL RESOURCES, FLORIDA DEPARTMENT OF NATURAL PROGRAM (FRDAP) AND AUTHORIZING DEVELOPMENT ASSISTANCE PRIVATE TOWN OFFICIALS TO EXECUTE A PROJECT DEVELOPMENT AGREEMENT EXHIBIT "A" ATTACHED HERETO AS PART OF THIS RESOLUTION.

WHEREAS, the Town of Golden Beach, Florida, has received an offer for a grant in the amount of \$120,000 from the State of Florida, Department of Natural Resources, Recreation Development Assistant Program; and,

WHEREAS, the Town Council of Town of Golden Beach desires to use these funds for the development of Town of Golden Beach, Recreational Complex located on undeveloped Town property at Golden Beach Drive and Terracina Avenue; and,

WHEREAS, the Town of Golden Beach held hearings for resident participation in planning this Recreational Project via the Town Council meetings and Comprehensive Planning Committee, as an advisory board to the Town Council consisting of residents from the Town, including all segments; and,

WHEREAS, citizens from every segment of Golden Beach have had the opportunity to provide input for or against said plan; and,

WHEREAS, resources committed by the Town are available to same until such time as needed; and,

WHEREAS, the Town of Golden Beach has a physical and legal authority to develop and maintain said project site;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA;

Section 1. That the Town Council deems the project generally described above to be in the best interests of the general public.

Section 2. That the Mayor and Town Manager are hereby authorized to accept on behalf of the Town a grant from the State of Florida Department of Natural Resources to assist in defraying the cost of the project generally described above.

Section 3. That the Mayor is hereby authorized to enter into a Project Development Agreement with the Florida Department of Natural Resources (Exhibit "A" attached hereto) for the recreation development assistance.

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 21 day of June, 1988.

The Motion to adopt the foregoing Resolution was offered by:
Vice Mayor Duffner
seconded by:

Councilman Sorota
and on roll call the following vote ensued:

Mayor Tobin	aye
Vice Mayor Duffner	aye
Councilman Fried	aye
Councilman Sorota	aye
Councilman Tweddle	absent

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

TOWN ATTORNEY
ATTEST

MAYOR

TOWN CLERK

3. The PROJECT SPONSOR will construct, or cause to be constructed, certain outdoor recreation facilities and improvements in accordance with the following Project elements which may be modified with good cause by the DEPARTMENT:

Tennis Courts; Basketball; Volleyball Courts; Shuffleboard Courts; Jogging Course; Picnic Area; Play Area and related support facilities and improvements

4. The DEPARTMENT shall pay, on reimbursement basis, to the PROJECT SPONSOR such Program funds, not to exceed \$120,000.00, which will pay the DEPARTMENT'S share of the cost of the Project. Program fund Limits are based upon the following:

	Matching
	<u>Basis</u>
Program Amount	\$ 120,000.00 (1/3)
Project Sponsor Match	\$ 240,000.00 (2/3)
Type of Match	Cash, In-Kind Services
and Land Value	

The Contract Manager shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date on the Project and, if in order, approve the request for payment. The DEPARTMENT shall retain \$12,000.00 of the entire Program amount until completion of the Project.

5. The PROJECT SPONSOR shall comply with the DEPARTMENT'S Grant and Contract Accountability Policy, Chapter 16A-11, Florida Administrative Code, hereinafter called POLICY, and incorporated into this Project Agreement by reference as if fully set forth herein. The PROJECT SPONSOR shall ensure that all purchases of goods and services for accomplishment of the Project shall be secured in accordance with the provisions of Chapter 287, Part I, Florida Statutes. Expenses representing the grant amount and required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the POLICY. The POLICY establishes uniform guidelines and procedures to be utilized by the DEPARTMENT and PROJECT SPONSOR in accounting for

grant funds disbursed under the Program and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements. The PROJECT SPONSOR shall retain all records supporting Project costs for three (3) years after the fiscal year in which the final Program payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three-year retention period. The DEPARTMENT, Auditor General, State Comptroller and other relevant parties shall have the right to inspect and audit PROJECT SPONSOR records for said Project.

6. The DEPARTMENT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DEPARTMENT for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$ None, for: None

7. The PROJECT SPONSOR shall complete all Project construction within eighteen (18) months of the effective date of this Project Agreement.

8. Rosie Keween, Grants Specialist or successor, is hereby designated as the DEPARTMENT'S Contract Manager for the purpose of this Project Agreement and shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The PROJECT SPONSOR shall appoint a Liaison Agent, whose name and title shall be submitted to the DEPARTMENT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement. The PROJECT SPONSOR'S Liaison Agent shall submit to the DEPARTMENT signed Project status reports every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the construction work accomplished.

9. All monies expended by the PROJECT SPONSOR for the purpose contained herein shall be subject to preaudit review and approval by the Comptroller of Florida in accordance with Section 17.03, Florida Statutes.

10. The PROJECT SPONSOR agrees to save and hold harmless the DEPARTMENT, its officers, agents and employees from any and all liabilities, claims, actions, damages, awards and judgements, to the extent allowed by law, arising from the PROJECT SPONSOR'S obligations contained herein to construct, operate and maintain the Project.

11. The DEPARTMENT reserves the right to inspect said Project

and any and all records related thereto at any time.

12. This Project Agreement may be unilaterally cancelled by the DEPARTMENT in the event the PROJECT SPONSOR refuses to allow public access to all documents, papers, letters or other materials made or received in conjunction with the Project Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

13. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for non-compliance by the PROJECT SPONSOR with said Project Agreement, the PROJECT SPONSOR will be allowed a maximum of sixty (60) days to submit additional pertinent documentation to offset the amount identified as being due the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the PROJECT SPONSOR, will inform the PROJECT SPONSOR of any reimbursement due the DEPARTMENT.

14. The DEPARTMENT shall have the right to demand a refund, either in whole or part, of the funds provided to the PROJECT SPONSOR, for non-compliance with the terms of the Project Agreement, and the PROJECT SPONSOR upon notification from the DEPARTMENT, agrees to refund, and will forthwith pay, the amount of money demanded--which payment shall be made directly to the DEPARTMENT.

15. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation by the Legislature.

16. If reimbursement of travel expenses is provided for in this Project Agreement, then such reimbursement shall be subject to the requirements of Section 112.061, Florida Statutes.

17. Allowable indirect costs shall not exceed 15% of the PROJECT SPONSOR'S eligible wages and salaries. Indirect costs that exceed 15% must be approved in advance by the DEPARTMENT to be considered eligible Project expenses.

18. Asphalt paving for the Project shall conform to the Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the PROJECT SPONSOR must specify thickness of asphalt and square yards to be paved.

19. The PROJECT SPONSOR and the DEPARTMENT mutually agree to the following special terms and conditions incorporated as part of this Project Agreement: None

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the officers and agents thereunto lawfully authorized.

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

By: [Signature]
Ney D. Landrum, Director
Division of Recreation and Parks

Town of Golden Beach

By: X [Signature]

Type Name: Herbert A. Tobin

Title: Mayor

Attest: [Signature]

Attest: X [Signature]
Town Clerk

[Signature]
DNR Contract Administrator

[Signature]
DNR Contract Manager

Approved as to
Form and Legality:

[Signature]
Department Attorney

[Signature]
Project Sponsor Attorney

Effective Date: July 12, 1988