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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2016

Agenda Item No. 3(B)(1)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Resolution No. R-248-16

Subject: Resolution Ratifying the Application for and the Execution of Two Grant Agreements with the Florida Inland Navigation District Providing Funds for the Removal and Disposal of Derelict Vessels located in Tidal Waters of Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the action of the County Mayor or County Mayor's designee in applying for and executing two (2) Small-Scale Derelict Vessel Removal Project Agreements with the Florida Inland Navigation District.

The Project Agreements ICW-DA-15-01 (Attachment A) and ICW-DA-15-02 (Attachment B) each provided $30,000.00 ($60,000.00 total) to Miami-Dade County on a reimbursement basis to remove and dispose of 19 derelict vessels located in Biscayne Bay during Fiscal Years 2014-15 and 2015-16, respectively.

Scope

Both Agreements provided funds for the removal and disposal of derelict vessels located in Biscayne Bay.

Agreement ICW-DA-15-01 funded the removal of 11 derelict vessels from Commission District 3, represented by Commissioner Audrey M. Edmonson; District 4, represented by Commissioner Sally A. Heyman; District 5, represented by Commissioner Bruno A. Barreiro; and District 7, represented by Commissioner Xavier L. Suarez.

Agreement ICW-DA-15-02 funded the removal of eight (8) derelict vessels from Commission District 4, represented by Commissioner Sally A. Heyman; and District 7, represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

The agreements provided $60,000.00 to Miami-Dade County for the removal of 19 derelict vessels from Biscayne Bay during Fiscal Years 2014-15 and 2015-16. The agreements also required the County to pay a minimum of 25 percent of the amount actually expended. The match was met by paying $41,305.00 of the $101,305.00 total contracted cost with funds from the Biscayne Bay Environmental Enhancement Trust Fund, which the Board previously authorized under Resolution No. R-614-14. The full $101,305.00 would have been paid from the Biscayne Bay Environmental Enhancement Trust Fund, as authorized, had the Florida Inland Navigation District grants not been received.

Track Record / Monitor

The Chief of Natural Resources within the Department of Regulatory and Economic Resources' Division of Environmental Resources Management, Lisa Spadafina, monitors the activities performed with these funds.

Background

Derelict and abandoned vessels adversely impact the marine environment and aesthetics of coastal areas and can pose a serious and substantial threat to navigation and to the public's health, and safety. The Division of Environmental Resources Management conducts derelict vessel removal and disposal projects as part of its Biscayne Bay restoration and enhancement efforts, and frequently seeks grant funding to help support these activities. The Florida Inland Navigation District's Small-Scale Derelict Vessel Removal Program makes up to $30,000.00 available in annual grant funding to eligible counties for the removal and disposal of derelict vessels located in the District's waterways. The funds are available on a first-come, first-served basis and require a minimum 25 percent match. Authorized disbursements from the Biscayne Bay Environmental Enhancement Trust Fund for the removal of derelict vessels and other bulky marine debris are frequently leveraged to obtain grant awards that require matching funds.

The Division of Environmental Resources Management submitted two (2) grant applications to the Florida Inland Navigation District for Fiscal Years 2014-15 and 2015-16, and was awarded the maximum grant of $30,000.00 for both years to support its derelict vessel removal efforts.

Pursuant to Resolution No. R-1170-06, the County Mayor can apply for, accept, and execute grants for less than $100,000.00 that do not require new matching funds without prior Board approval. The two (2) subject grants met those criteria, and the attached resolution ratifies the application for and the execution of the agreements.

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 3(B)(1)

4-5-16

RESOLUTION NO. R-248-16

RESOLUTION RATIFYING THE ACTIONS OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE IN APPLYING FOR UP TO $60,000.00 IN GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT FOR THE REMOVAL AND DISPOSAL OF ABANDONED AND DERELICT VESSELS IN BISCAYNE BAY, EXECUTING GRANT AGREEMENTS NO. ICW-DA-15-01 AND NO. ICW-DA-15-02, AND RECEIVING AND EXPENDING GRANT FUNDS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, abandoned and derelict vessels pose significant hazards to the public and to the environment, and impact the aesthetics of the County's coastlines and waterways; and

WHEREAS, Florida Inland Navigation District Grant Agreements No. ICW-DA-15-01 and No. ICW-DA-15-02 each provided $30,000.00 ($60,000.00 total) to the County for removal and disposal of nineteen (19) abandoned and derelict vessels located within Biscayne Bay; and

WHEREAS, Resolution No. R-1170-06 authorizes the County Mayor to apply for, accept, and execute grants on the County's behalf without prior County Commission approval when certain criteria are met, so long as the grant agreements are periodically submitted to the Board for ratification; and

WHEREAS, Florida Inland Navigation District Grant Agreements No. ICW-DA-15-01 and No. ICW-DA-15-02 met the criteria set forth in Resolution No. R-1170-06, were signed by the County Mayor or County Mayor's designee on February 18, 2015, and December 22, 2015, respectively, and were fully executed on March 2, 2015, and January 21, 2016, respectively,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the actions of the County Mayor or County Mayor's designee in applying for and executing Florida Inland Navigation District Grant Agreements No. ICW-DA-15-01 and No. ICW-DA-15-02 to provide $30,000.00 each ($60,000.00 total) to Miami-Dade County for the removal and disposal of abandoned and derelict vessels located in Biscayne Bay, and receiving and expending these funds; and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in the attached agreements.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**absent**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of April, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

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ATTACHMENT A

SMALL-SCALE DERELICT VESSEL REMOVAL

PROJECT AGREEMENT

ICW-DA-15-01

This Agreement is entered into this 2nd day of March, 2015 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and MIAMI-DADE COUNTY (the "Project Sponsor"). Nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28 Florida Statutes.

WHEREAS, Project Sponsor has requested that FIND provide a portion of the funding needed for a Small-Scale Derelict Vessel Removal Project in Miami-Dade County, as detailed in Exhibit A; and

WHEREAS, FIND is willing to provide such assistance for the removal of eligible derelict vessel(s) along the Intracoastal Waterway in Miami-Dade County, subject to the terms and provisions of this Agreement.

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

1. Subject to the provisions of this Agreement, Project Sponsor shall coordinate the work for the Project. Project Sponsor agrees, with respect to the Project, that as between the parties to this Agreement, it shall be solely responsible for any claims for damages resulting therefrom. Project Sponsor agrees to indemnify FIND, its Commissioners, employees, and agents, from any and all liabilities, claims, costs, damages, and expenses (including court costs and attorneys' fees) arising from or related to Project Sponsor's actions regarding the Project.

2. FIND shall provide an amount not to exceed $30,000.00 for the components of the project set forth in Exhibit A, with FIND paying the Project Sponsor up to seventy-five percent (75%) of the amount actually expended for each component, up to the amount listed on Exhibit A for said component, which shall also be in compliance with the District's policy on Small-Scale Derelict Vessel Removal projects Exhibit C.

3. The funds to be provided by FIND to the Project Sponsor hereunder will be paid within thirty (30) days of receipt by FIND of a request for payment accompanied by supporting documentation showing expenditures equal or greater to the amount being sought from FIND.

4. The Project Sponsor, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit B), and (4) submission of a photograph(s) of the completed PROJECT(s).

5. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

6. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.

Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.

7. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below:

To FIND: Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attention: Executive Director

To the Project Sponsor: Miami-Dade County
701 NW 1st Court, 6th Floor
Miami, FL 33136-3912
Attention: Coastal & Wetland Resources Section

8. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.

9. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.

10. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.

11. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: 03/02/15

WITNESSES:

Paul Vaughn, MIAMI-DADE R.E.R.

Diane Arnold

PROJECT SPONSOR

By: _____

Title: DEPUTY MAYOR, MIAMI-DADE COUNTY

DATE: FEB. 18, 2015

Attested by: _____
Deputy Clerk

2-18-15

MIAMI-DADE COUNTY FLORIDA BOARD OF COUNTY COMMISSIONERS

Exhibit A

FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

PROJECT COST ESTIMATE
(See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

APPLICANT: MIAMI-DADE COUNTY Dept. of Regulatory & Economic Resources c/o Division of Environmental Resources Management (DERM)

PROJECT: BISCAYNE BAY DERELICT VESSEL REMOVAL

VESSEL LOCATION AND IDENTIFICATION: BISCAYNE BAY

DV	Project Elements (*Please list the project cost elements and provide a general cost break out for each one.*) DV#s	Quantity Estimated Cost (Number or cost per vessel)	Applicant's Cost	FIND Cost
1)	FWSB-14-OFF-1781	4,000.—		
2)	FWSB-14-OFF-1782	3,625.—		
3)	CMPD 130604-159177	5,250.—		
4)	CMPD 140708-199153	3,375.—		
5)	DERM DV14-002	2,600.—		
6)	CMPD 140721-212434	4,375.—		
7)	DERM DV14-009	3,300.—		
8)	DERM DV 14-010	7,000.—		
9)	FWSB-14-OFF-10090	3,000.—		
10)	FWSB-14-OFF-10091	4,030.—		
11)	CMPD 140925-274803	5,950.—		

**** TOTALS =** $ 46,505.— $ 16,505.— $ 30,000.—

Form No. 01-06 (New 04-24-06)

EXHIBIT B

FLORIDA INLAND NAVIGATION DISTRICT

SMALL-SCALE DERELICT VESSEL REMVOAL PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT C
Small-Scale Derelict Vessel Removal Projects Rule (Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure -- Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

ATTACHMENT B

SMALL-SCALE DERELICT VESSEL REMOVAL
PROJECT AGREEMENT

PROJECT NO. ICW-DA-15-02

This Agreement is entered into this 21st day of January, 2016 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and MIAMI-DADE COUNTY (the "Project Sponsor"). Nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28 Florida Statutes.

WHEREAS, Project Sponsor has requested that FIND provide a portion of the funding needed for a Small-Scale Derelict Vessel Removal Project in Miami-Dade County, as detailed in Exhibit A; and

WHEREAS, FIND is willing to provide such assistance for the removal of eligible derelict vessel(s) along the Intracoastal Waterway in Miami-Dade County, subject to the terms and provisions of this Agreement.

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

1. Subject to the provisions of this Agreement, Project Sponsor shall coordinate the work for the Project. Project Sponsor agrees, with respect to the Project, that as between the parties to this Agreement, it shall be solely responsible for any claims for damages resulting therefrom. Project Sponsor agrees to indemnify FIND, its Commissioners, employees, and agents, from any and all liabilities, claims, costs, damages, and expenses (including court costs and attorneys' fees) arising from or related to Project Sponsor's actions regarding the Project.

2. FIND shall provide an amount not to exceed $30,000.00 for the components of the project set forth in Exhibit A, with FIND paying the Project Sponsor up to seventy-five percent (75%) of the amount actually expended for each component, up to the amount listed on Exhibit A for said component, which shall also be in compliance with the District's policy on Small-Scale Derelict Vessel Removal projects Exhibit C.

3. The funds to be provided by FIND to the Project Sponsor hereunder will be paid within thirty (30) days of receipt by FIND of a request for payment accompanied by supporting documentation showing expenditures equal or greater to the amount being sought from FIND.

4. The Project Sponsor, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit B), and (4) submission of a photograph(s) of the completed PROJECT(s).

5. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

6. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.

Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.

7. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below:

To FIND: Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attention: Executive Director

To the Project Sponsor: Miami-Dade County
Department of Regulatory and Economic Resources
701 NW 1st Court * 6th floor
Miami, FL 33136
Attention: Coastal & Wetlands Resources Section Compliance / Enforcement

8. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.

9. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.

10. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.

11. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

WITNESSES:

_____

_____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: 01/21/16

WITNESSES:

_____

_____

PROJECT SPONSOR

By: _____

Title: Deputy Mayor/Director

DATE: 12/22/15

Exhibit
A

FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

PROJECT COST ESTIMATE
(See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

APPLICANT: Miami-Dade County Department of Regulatory and Economic Resources c/o Division of Environmental Resources Management (DERM)

PROJECT: Biscayne Bay Derelict Vessel Removal

VESSEL LOCATION AND IDENTIFICATION: Biscayne Bay

Project Elements *(Please list the project cost elements and provide a general cost break out for each one.)* DV Case #	**Quantity Estimated Cost** (Number or cost per vessel)	**Applicant's Cost**	**FIND Cost**
1) FWSB-15-OFF-6140	$6,500		
2) FWSB-15-OFF-8178	$5,600		
3) CMPD 141113-332311	$7,200		
4) CMPD 141203-352474	$8,400		
5) CMPD 150309-070775	$5,000		
6) CMPD 150824-251903	$4,400		
7) CMPD 150903-263469	$5,200		
8) FWSB-14-OFF-7207	$12,500		
**** TOTALS =**	$ 54,800	$ 24,800	$ 30,000

Form No. 01-06 (New 04-24-06)

EXHIBIT B

FLORIDA INLAND NAVIGATION DISTRICT

SMALL-SCALE DERELICT VESSEL REMVOAL PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT C
Small-Scale Derelict Vessel Removal Projects Rule (Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.