FLORIDA DEPARTMENT OF NATURAL RESOURCES DIVISION OF RECREATION AND PARKS

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Florida Boating Improvement Program Project Agreement

THIS AGREEMENT, dated this <u>6th</u> day of <u>September</u> , A.D.,
19 78 , by and between the Department of Natural Resources, Division
of Recreation and Parks, hereinafter referred to as DEPARTMENT, and the
County of Nassau hereinafter referred to as the County .
WITNESSETH:
That in and for the mutual covenants between the DEPARTMENT and the
, it is agreed as follows:
1. The DEPARTMENT has found recreational boating improvement to be
the primary purpose of the project known as Wilson Neck Ramp
and has agreed to enter into this Agreement with the for
developments being in accordance with the project plans attached hereto
and made a part of this Agreement as Exhibit "A".
2. The <u>County</u> agrees to operate and maintain said recreational
boating facilities and/or improvements once completed and covenants
that it has the full legal authority and capability to so operate
and maintain said facilities and/or improvements.
3. The <u>County</u> agrees to commence construction of said project
on or before <u>December 6, 1978</u> , and further agrees to complete
said project on or before <u>September 6. 1979</u> . In the event
construction of said project does not commence on or before
December 6, 1978 , or is not completed on or before September 6, 1979,
the County agrees to return to the DEPARTMENT any and all unexpended
funds originally allocated for said project.

4. The <u>County</u> agrees to appoint an official liaison officer to
be responsible for the successful completion of said project, the prompt
implementation of the articles of this Agreement, and the submission of
progress reports every one hundred and eighty (180) days from the date of
the execution of this Agreement until said project is completed by the
County .

- 5. The DEPARTMENT agrees, in consideration of the promises made by the <u>County</u> herein, to tender to the <u>County</u> funds in the amount of <u>\$12,637.50</u> to be used specifically for the development of recreational boating facilities and/or improvements as defined in Exhibit "A" of this Agreement.
- 6. The <u>County</u> agrees to return to the DEPARTMENT all funds obligated for said project in the event said project becomes utilized for other than boating related purposes.
- 7. In the event there exist unexpended or deobligated funds at the completion of said project, as described in Exhibit "A", attached hereto and made part of this Agreement, the <u>County</u> agrees to return said unexpended, deobligated funds to the DEPARTMENT within sixty (60) days after said project's completion.
- 8. In the event the total amount of obligated funds for said project are deobligated by the DEPARTMENT, the <u>County</u> agrees to return said deobligated funds to the DEPARTMENT within sixty (60) days. If not returned within sixty (60) days, the <u>County</u> agrees to return said deobligated funds to the DEPARTMENT plus interest as defined by the DEPARTMENT.
- 9. In the event the <u>County</u> elects to implement a user fee system for the <u>Wilson Neck Boat Ramp</u> or for any facility within the <u>Wilson Neck Boat Ramp</u> boundaries, the <u>County</u> agrees to impose such fees uniformly among the users regardless of the political jurisdiction in which the user may reside.
- 10. The <u>County</u> agrees to provide the DEPARTMENT with color slides or photographs of the completed project as well as other information requested by the DEPARTMENT.

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- 11. The DEPARTMENT reserves the right to inspect the site and facilities, as well as the right to audit any and all financial records pertaining to said project at reasonable times.
- 12. Any inequities that subsequently appear in this Agreement shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.
- 13. This Agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN WITNESS THEREOF, the parties hereto executed this Agreement on the day and year first above written.

Attest:	EXECUTIVE BOARD OF THE DEPARTMENT OF NATURAL RESOURCES By: Marmon W. Shields, Executive Director Its Agent for this purpose
APPROVED AS TO FORM AND LEGALITY AUTORNEY - D.N.R	The <u>County</u> of <u>Nassau</u>
	By:
Attest:	Board of County Commissioners Its Agent for this Purpose

FLORIDA DEPARTMENT OF NATURAL RESOURCES Division of Recreation and Parks Financial Assistance Application Processing Notification

Date: November	er 30, 1978
TO: Mr. R. L. King, P.E.	FROM:
Nassau County Engineer	Don Gerteisen Grants Coordinator
P.O. Box 386	Department of Natural Resources
Hilliard, Florida 32046	Division of Recreation and Parks
	202 Blount St., Tallahassee, FL
	Phone: (904) 488-33624/6322
(FRI	rida Recreation Development Assistance Program DAP) rida Boating Improvement Program (FBIP)
Applicant or Sponsor: Nassau County	
Project Name: Wilson Neck's Boat F	Ramp and Dock
Project Number:	4-32-2
For the above project(s), we (1) <u>xxx</u> are frequire completion of/ the below identifies	
Brochure	Request for Change in Project Scope
Preliminary Project Proposal Fact Sheet	Billing(s) for Payment
Application(s)	Accounting Data
Environmental Permit(s)	Color Slides/Photographs Project Inventory
XXX Project Agreement(s) XX, Amendment(s	
Status Report(s)	Funds Returned
Project Extension Request	Amount
Project Cost Increase/Decrease Request	Other
Amount	
Remarks: Enclosed is a copy of the ful	ly executed contract agreement for your files.
A state warrant in the amount of \$12	,637.50 is being requested and will be
forwarded when available.	

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and has agreed to enter into this Agreement with the <u>County</u> for
developments being in accordance with the project plans attached hereto
and made a part of this Agreement as Exhibit "A".
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and maintain said facilities and/or improvements.
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said project on or before <u>September 6, 1979</u> . In the event
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County
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6. The County agrees to return to the DEPARTMENT all funds
obligated for said project in the event said project becomes utilized
for other than boating related purposes.
7. In the event there exist unexpended or deobligated funds at
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- 13. This Agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN WITNESS THEREOF, the parties hereto executed this Agreement on the day and year first above written.

EXECUTIVE BOARD OF THE DEPARTMENT OF NATURAL RESOURCES Attest: By: Harmon W. Shields, Executive Director Its Agent for this purpose The <u>County</u> of <u>Nassau</u> By: Attest:

, <u>Chairman</u> Its Agent for this Purpose