

STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES

FLORIDA BOATING IMPROVEMENT PROGRAM  
DEVELOPMENT PROJECT AGREEMENT

Contract No. C-6118

The State of Florida Department of Natural Resources, hereinafter referred to as the DEPARTMENT, and Nassau County, hereinafter referred to as the COUNTY, in pursuance of a recreational boating project approved under the Florida Boating Improvement Program (FBIP), hereby agree to the following terms and conditions:

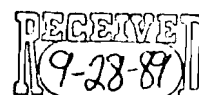
1. This Agreement shall be performed in accordance with Chapter 327.28, Florida Statutes, and Chapters 16A-11 and 16D-5, Part III, Florida Administrative Code.

2. The COUNTY agrees to implement the recreational boating improvement project known as Kings Ferry Boat Ramp and Dock (FBIP Project No. B89018), in accordance with the following project elements which may be modified with due notice and good cause shown to the DEPARTMENT: Construction of single lane boat ramp and boat dock.

3. The COUNTY agrees to begin the project within six months after the execution date of this Agreement and shall complete the project on or before 365 days of the execution date. If the project is not completed within this time, the DEPARTMENT shall withhold further payment and deny any further request for project approvals until the project has been completed.

4. If the COUNTY receives advanced funds and the project is not started within 90 days of receipt, the COUNTY shall return to the DEPARTMENT all advanced funds plus interest in the amount which would have accrued to the DEPARTMENT had the funds not been disbursed.

5. The DEPARTMENT agrees to obligate and make available to the COUNTY the approved project amount of \$60,187.77 to be used for the project authorized by this Agreement. The funds will be released by the DEPARTMENT in installments, unless advanced payments are provided for in paragraph #20. The DEPARTMENT and



COUNTY understand and agree that there shall be no reimbursement of funds by the DEPARTMENT for any expenditure made prior to the execution of the Agreement with the exception of \$2,500.00 for the following specific expenditures: Engineering and permit cost

6. Eligible and ineligible costs are established in Chapter 16A-11 and Chapter 16D-5, Part III Florida Administrative Code.

7. Payment requests and expenditure documentation shall be submitted in accordance with the DEPARTMENT's Grant and Contract Accountability Policy (Chapter 16A-11, F.A.C.). The Project Manager shall, within ninety (90) 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 10% of grant amount until completion of the project.

8. The COUNTY 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 litigation, claim, or audit that started prior to the expiration of the three-year record retention period.

9. The DEPARTMENT reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally cancelled by the DEPARTMENT should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

10. If it becomes necessary for the DEPARTMENT to demand a refund of any or all funds tendered pursuant to this Agreement, the COUNTY agrees to return said funds to the DEPARTMENT, with interest, within sixty (60) days. If not returned within sixty days, the COUNTY understands and agrees that any further COUNTY requests for funding as to this or any other project under the DEPARTMENT administration shall be denied until the funds have been returned.

11. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT, the COUNTY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified, or to return the amount due.

12. The COUNTY agrees that the project, when completed, will be operated and maintained in a satisfactory condition for public recreational boating purposes for a minimum of twenty-five (25) years from the date of project completion. The COUNTY further agrees to return to the DEPARTMENT funds tendered for the project plus interest in the amount which would have accrued to the DEPARTMENT had the funds not been disbursed, in the event the project becomes utilized for other than public recreational boating purposes during this period. For any public facilities, the COUNTY agree to impose such fees uniformly among the users regardless of race, sex, age, religion or other condition or the political jurisdiction in which the user may reside.

13. The COUNTY 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 COUNTY'S obligations contained herein to construct, operate and maintain the project.

14. Linda Reeves, Grants Specialist or her successor, is hereby designated as the DEPARTMENT'S Project Manager for the purpose of this Agreement and shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to the DEPARTMENT upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY'S Liaison Agent shall submit to the DEPARTMENT signed project status reports every sixty (60) days summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

15. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

16. (a) Any asphalt paving shall conform with the Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders must specify thickness of asphalt and square yards to be paved.

(b) The Agreement does not constitute consent by the DEPARTMENT to conduct dredging operations without first obtaining all necessary local and State permits for said dredging activity including permission from the Board of Trustees of the Internal Improvement Trust Fund. Any violations resulting from improper/illegal dredging operations may result in automatic termination of the Agreement by the DEPARTMENT with the COUNTY being held liable for reimbursement of appropriated funds provided through the Agreement plus interest.

17. It shall be the responsibility of the COUNTY to secure all required permits.

18. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project be secured in accordance with the provisions of law.

19. The Agreement shall become effective on the date of the signature of the Division Director or his designee of the DEPARTMENT.

20. The COUNTY and the DEPARTMENT mutually agree to the following special terms and conditions incorporated as part of this Agreement: N/A

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

EXECUTIVE BOARD OF THE  
DEPARTMENT OF NATURAL RESOURCES

Attest:

Janis M. Oswald

Fran P. Mainella

Approved

By:

Joseph E. Knoll

~~Joseph E. Knoll~~ Acting Director  
Division of Recreation and Parks

Date:

10/31/85

Attest:

J. [Signature]

County of: Nassau

By:

Jay Z. [Signature]

Date:

10-10-89

Attest:

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Linda D. Reem  
DNR Project Manager

Patricia Howell  
DNR Contract Administrator

Approved as to  
Form and Legality

Patricia E. [Signature]  
DNR Attorney

STATE OF FLORIDA  
DEPARTMENT OF NATURAL RESOURCES

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Marjory Stoneman Douglas Building • 3900 Commonwealth Boulevard • Tallahassee, Florida 32399  
Tom Gardner, Executive Director

September 20, 1989

Mr. John H. Mier, E.I.T.  
Senior Civil Engineer  
Nassau County  
2290 South 8th Street  
Fernandina Beach, Florida 32034-3056

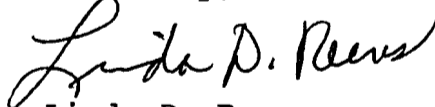
Re: Kings Ferry Boat Ramp  
FBIP #B89018

Dear Mr. Mier:

Enclosed are two copies of the agreement. Please have them signed by the County and returned to us for further processing.

Should you have any questions, please contact us at (904) 488-3621 or Suncom 278-3621.

Sincerely,



Linda D. Reeves  
Grants Specialist  
Office of Recreation Services -  
Woodcrest  
Division of Recreation and Parks

LDR/sn  
Enclosures





**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32034

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T.J. "Jerry" GREESON  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

October 13, 1989

Ms. Linda D. Reeves  
Grants Specialist  
Office of Recreation Services-Woodcrest  
Division of Recreation & Parks  
State of Florida  
Department of Natural Resources  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

RE: Kings Ferry Boat Ramp  
FBIP #B89018

Dear Ms. Reeves:

Attached please find the two copies of the Florida Boating Improvement Program Development Project Agreement for the above named project, which was executed by the Board of County Commissioners on October 10, 1989.

As soon as this agreement is executed by your Department, we would appreciate your sending a fully executed copy of the agreement to this office, for our files.

Thank you for your cooperation in this matter, and if my office can be of any further assistance, do not hesitate to call on me.

Sincerely,

  
T. J. "Jerry" Greeson  
Ex-Officio Clerk

TJG:jb

Enclosures (2)

STATE OF FLORIDA  
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building • 3900 Commonwealth Boulevard • Tallahassee, Florida 32399  
Tom Gardner, Executive Director

November 6, 1989

Mr. John H. Mier, E.I.T.  
Senior Civil Engineer  
Nassau County  
2290 South 8th Street  
Fernandina Beach, Florida 32034-3056

Re: Kings Ferry Boat Ramp  
FBIP Project No. B89018

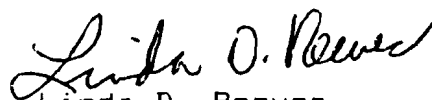
Dear Mr. Mier:

Enclosed is a signed copy of the agreement for the project. Also, enclosed are forms necessary for requesting payment of the grant in accordance with the Agreement and grant accountability policy.

Please remember that the project should be complete and all reimbursement requests submitted by the completion date in the agreement. If serious problems arise, please describe them in the required quarterly status reports (due January 1, April 1, July 1 and October 1). If the project cannot be completed in time, a short extension may be requested. Requests must be made at least 60 days before expiration of the project agreement. An extension will only be granted if: circumstances leading to the request were beyond the Grantee's control and all major project elements are under contract at the time of the request.

If you have any questions, you may call us at (904) 488-3621.

Sincerely,



Linda D. Reeves  
Grants Specialist  
Office of Recreation Services -  
Woodcrest  
Division of Recreation and Parks

LDR/re  
Enclosures

