



# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Virginia B. Wetherell  
Secretary

Lawton Chiles

GOVERNMENT  
BOARD MEETING

DATE: 10-10

ACTION: 6

INFO: \_\_\_\_\_

19 94

September 27, 1994

Mr. T.J. "Jerry" Greeson  
Ex-Officio Clerk  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035

Re: Fernandina Beach Municipal Boat Ramp  
FBIP Project No. B94042

Dear Mr. Greeson:

Attached are two copies of the agreement. Please have them signed by the County and returned to us, for further processing. When signing the agreements, do not complete the blank space for the date on the first page. We will date the agreements when completely executed by this Department. One original copy of the agreement will be returned to you. Should you have any questions, please contact us at (904) 488-3621 or Suncom 278-3621.

Sincerely,

Rita Pate  
Community Assistance Consultant  
Office of Local Recreation Services  
Division of Recreation and Parks  
Mail Station #585

RP/tw  
Attachments



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham  
John A. Crawford  
Tom Branan  
James E. Testone  
Jimmy L. Higginbotham

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

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

MICHAEL S. MULLIN  
County Attorney

October 14, 1994

Ms. Rita Pate  
Community Assistance Consultant  
Office of Local Recreation Services  
Division of Recreation and Parks  
Mail Station #585  
Department of Environmental Protection  
Marjory Stoneman Douglas Building  
3900 Commonwealth Blvd  
Tallahassee, FL 32399-3000

RE: Fernandina Beach Municipal Boat Ramp  
FBIP Project No. B94042

Dear Ms. Pate:

Enclosed are the two original copies of the agreement regarding the above named project. After these have been executed by Ms. Mainella, we would appreciate receiving a fully execute copy for our files.

Thank you for your assistance in this matter and if we can be of any further assistance do not hesitate to contact us.

Sincerely,

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

TJG:jb

Enclosures

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

*An Affirmative Action / Equal Opportunity Employer*

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BOATING IMPROVEMENT PROGRAM  
RETROACTIVE PROJECT GRANT AGREEMENT

Contract No. B9442

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, between the State of Florida Department of Environmental Protection, hereinafter referred to as the DEPARTMENT and Nassau County, hereinafter referred to as the COUNTY, in pursuance of a project approved under the Florida Boating Improvement Program (FBIP).

1. This Agreement shall be performed in accordance with Sections 370.021(1), 327.25(12), and 327.28, Florida Statutes, and Chapters 16A-11 and 16D-5, Part III, Florida Administrative Code, which are hereby incorporated by reference as if fully set forth herein.

2. The COUNTY has completed the project known as Fernandina Beach Municipal Boat Ramp (FBIP Project No. B94042), in accordance with the plans and specification prepared by, or under the supervision and review of, a registered professional architect, engineer or other appropriate professional. These elements are identified in the project application which is made a part of this Agreement by reference: engineering and permitting costs.

3. The DEPARTMENT agrees to obligate and make available to the COUNTY the approved project amount of \$10,000.00 for the

project authorized by this Agreement pursuant to the provisions of Section 16D-5.033(9), Florida Administrative Code.

4. The Agreement shall become effective on the date of execution by the DEPARTMENT.

5. Rita Pate, Community Assistance Consultant or her successor, designated as the DEPARTMENT'S Project Manager for the purpose of this Agreement, is responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment.

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

7. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

8. 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.

9. Eligible and ineligible program costs are established in Chapters 16A-11 and 16D-5, Part III, Florida Administrative Code. The COUNTY shall submit payment requests and expenditure documentation to the DEPARTMENT in accordance with the

DEPARTMENT's Grant and Contract Accountability Policy, Chapter 16A-11, Florida Administrative Code. The Project 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 10% of the grant amount until all final project documentation has been submitted and final inspections completed by the COUNTY and approved by the DEPARTMENT.

10. It shall be the responsibility of the COUNTY to obtain all state and federal permits, licenses, agreement leases, easements, etc., for the project.

11. 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 any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.

12. 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.

13. The COUNTY agrees that the project 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 in the event the project becomes utilized for other than public recreational boating purposes during this period.

14. The COUNTY shall erect a permanent sign identifying the DEPARTMENT as a funding source of project construction.

15. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

16. This Agreement strictly prohibits the expenditure of FBIP funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

17. Any local governmental entity, nonprofit organization, or for-profit organization that is awarded funds from a grants and aids appropriation by a state agency shall:

(a) If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45;

(b) If the amounts received exceed \$25,000, but do not exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45 or have a statement prepared by an independent certified public

accountant which attests that the receiving entity or organization has complied with the provisions of the grant; or

(c) If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of the grant.

18. The DEPARTMENT shall have the right to terminate this project Agreement and demand refund of Program funds for non-compliance with the terms and conditions of the Agreement. Failure to comply with these terms and condition shall result in the DEPARTMENT declaring the COUNTY ineligible for further participation in the Program until such time as the COUNTY complies therewith.

19. 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 after notification by the DEPARTMENT. 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.

20. 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.

21. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this Agreement.

22. The COUNTY and the DEPARTMENT mutually agree to the following special terms and conditions incorporated as part of this Agreement: NONE.

Payment request and close-out documentation must be submitted to the DEPARTMENT no later than sixty (60) days after execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
By: *Fran P. Mainella*  
Fran P. Mainella, Director  
Division of Recreation and Parks

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY  
By: *[Signature]*  
Chairman or designee\*  
Title: CHAIRMAN

*Rita Pate*  
DEP Project Manager

Approved as to Form and Legality  
*[Signature]*  
DEP Attorney

Address:  
Post Office Box 1010  
Fernandina Beach, Florida 32035  
*[Signature]*  
County Attorney

\*If someone other than the Chairman signs the contract, a resolution, statement or other document authorizing that person to sign the contract on behalf of the county must accompany the contract.