



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

August 23, 1994

Ms. Mary Ann Lee
 Community Assistance Consultant
 Office of Local Recreation Services
 Division of Recreation & Parks
 Mail Station #585
 Department of Environmental Protection
 Marjory Stoneman Douglas Building
 3900 Commonwealth Boulevard
 Tallahassee, FL 32399-3000

*Grant
 turned over
 to County
 Coordinator*

**RE: Florida Recreation Development Assistance Grant
 Thomas Shave Bridge Boat Ramp
 FRDAP Project No. F95036**


Dear Ms. Lee:

Attached please find two original copies of the above referenced agreement, executed by the Board on August 22, 1994.

After these have been executed by your staff, we would appreciate receiving one fully executed copy for our files.

Thank you for your continued support.

Sincerely,


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

TJG:jb

Enclosures

COPY

F9536
(DEP Contract Number)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
Project Grant Agreement - Development

This Agreement is made and entered into this _____ day of _____, 19___, by and between the State of Florida, Department of Environmental Protection, hereinafter called the DEPARTMENT, and Nassau County, hereinafter called the GRANTEE, in furtherance of an approved outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to Sections 370.023, 375.021 and 375.075, Florida Statutes, and Chapter 16D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This Agreement shall be performed in accordance with Sections 370.023, 375.021 and 375.075, Florida Statutes, and Chapter 16D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, which is incorporated into this Agreement by reference, as if fully set forth herein. Disputes concerning the interpretation or application of this Agreement shall be resolved by the DEPARTMENT whose decision shall be final and binding on the GRANTEE. The DEPARTMENT may cancel this Agreement for failure by the GRANTEE to perform pursuant to the terms and conditions of this Agreement. It is the intent of the DEPARTMENT

and the GRANTEE that none of the provisions of Section 163.01, Florida Statutes, shall have application to this Agreement.

2. The DEPARTMENT has found that outdoor recreation is the primary purpose of the project known as Thomas Shave Bridge Boat Ramp (Florida Recreation Development Assistance Program, Project Number F95036), hereinafter called the PROJECT, and enters into this Agreement with the GRANTEE for construction of outdoor recreation facilities and improvements on real property, the legal description of which is set forth in the Project application. The Project application is incorporated into this Project Agreement by reference as if fully set forth herein.

3. The GRANTEE 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: boat ramp, boat docks, restroom facilities, picnic facilities, board walk and other related support facilities.

4. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$100,000.00, which will pay the DEPARTMENT'S share of the cost of the PROJECT. DEPARTMENT fund limits are based upon the following:

DEPARTMENT Amount	\$ <u>100,000.00</u>	<u>50%</u>
GRANTEE Match	\$ <u>100,000.00</u>	<u>50%</u>
Type of Match	<u>Cash and/or</u>	
	<u>In-kind Services</u>	

The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. The Contract Manager shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date on the GRANT and, if in order, approve the request for payment. The DEPARTMENT shall retain 10% of the entire DEPARTMENT amount until completion of the PROJECT.

5. Prior to commencement of project construction, the GRANTEE shall submit for DEPARTMENT approval the documentation described in the Florida Recreation Development Assistance Program Development Project Commencement Documentation Form, DEP Form 42-005.

6. The GRANTEE shall comply with the DEPARTMENT'S Grant and Contract Accountability Policy, Chapter 16A-11, Florida Administrative Code, hereinafter called the POLICY, and incorporated into this Agreement by reference as if fully set forth herein. The GRANTEE shall ensure that all purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S adopted procurement procedures. Expenses representing the PROJECT costs, including 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 the GRANTEE in accounting for grant funds disbursed under the PROJECT and sets forth principles for determining eligible costs, supporting

documentation and minimum reporting requirements. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT 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 the GRANTEE'S records for said PROJECT.

7. Program funds may be reimbursed for eligible costs incurred prior to execution of this Agreement if the GRANTEE has been granted a Waiver of Retroactivity and all applicable requirements have been satisfied.

8. The DEPARTMENT and the GRANTEE 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 Agreement with the exception of \$30,000.00, for: planning and design.

9. This Agreement shall become effective upon execution and the Grantee shall complete construction of all PROJECT elements on or before September 30, 1996. All PROJECT close-out documentation shall be submitted to the DEPARTMENT prior to release of Program funds pursuant to the requirements of the RULE.

10. Mary Ann Lee, Community Assistance Consultant, or successor, is hereby designated the DEPARTMENT'S Contract 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 GRANTEE'S Liaison Agent, as identified in the project application, shall act on behalf of the GRANTEE relative to the provisions of the Agreement. The GRANTEE'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.

11. All monies expended by the GRANTEE 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.

12. 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.

13. The DEPARTMENT reserves the right to inspect said PROJECT and any and all records related thereto at any time.

14. This Agreement may be unilaterally cancelled by the DEPARTMENT in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other materials made or received in conjunction with the Agreement pursuant to the

provisions of Chapter 119, Florida Statutes.

15. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for non-compliance by the GRANTEE with said Agreement, the GRANTEE 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 GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

16. The DEPARTMENT shall have the right to demand a refund, either in whole or part, of the funds provided to the GRANTEE for non-compliance with the terms of the Agreement, and the GRANTEE 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. Such refund shall include interest calculated at two (2) percent over the prevailing prime rate as reported by the Federal Reserve.

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

18. Reimbursement of eligible travel expenses shall be subject to the requirements of Section 112.061, Florida Statutes.

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

20. 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 GRANTEE must specify thickness of asphalt and square yards to be paved.

21. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the project site which credits the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.

22. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. The dedication must be recorded in the public property records by the GRANTEE. The GRANTEE shall ensure that the project, if on GRANTEE-owned land and purchased or developed with FRDAP funds, shall be managed for outdoor recreation purposes for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. Land under control other than by ownership of the GRANTEE (e.g., lease, permit, management agreement or other similar instrument, etc.) and developed with program funds shall be managed as an outdoor recreation area for the public for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. This project shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Should GRANTEE, convert all or part

of the project site to other than DEPARTMENT staff approved recreational uses, the GRANTEE shall replace the area, facilities, resource and site at its own expense with a project of comparable scope and quality acceptable to the DEPARTMENT.

23. 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.

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

25. 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 Section 11.45, Florida Statutes,

(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 Section 11.45, Florida Statutes, 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.

26. In addition, a copy of the product as required in paragraph 25, shall be submitted to the DEPARTMENT within one (1) year from the project completion date as set forth in the project completion certificate.


27. This 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.

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

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

By: _____
Fran P. Mainella, Director
Division of Recreation and Parks

By:  _____
Chairman or designee*


Title:

Address:
Office of Local Recreation Services
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

Address:
Post Office Box 1010
Fernandina Beach, Florida
32035-1010

 _____
DEP Contract Manager

Approved as to
Form and Legality:

 _____
Department Attorney

 _____
Grantee Attorney

DEP 42-058
Revised 02-22-94

*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.